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Current Topics.

The New Year's Honours.

THE DEFERRED New Year's Honours List does not contain much recognition of the law. Sir CHARLES CHADWICK-HEALEY, K.C., who was once well known at the Equity Bar, has rendered valuable services in connection with the Royal Naval Volunteer Reserve and other naval matters, and he becomes a baronet. Mr. R. F. DUNNELL, of London and York, secretary and solicitor to the North-Eastern Railway, has rendered valuable services to the Admiralty, and also at the Demobilization Department, and receives a K.C.B.; and Judge TOBIN receives a knighthood. There are, doubtless, good reasons for his being selected to represent the county court bench in the receipt of this honour, though we do not happen to know them. Where there are so many and such efficient public servants, the choice cannot be easy. We note with interest that Mr. JOHN COODE-ADAMS, who was the founder and joint hon. treasurer of the Belgian Lawyers' Relief Fund, also receives the honour of knighthood.

The Easter Cause Lists.

IN BOTH the Court of Appeal and the Chancery Division the lists for the present sittings are light. The appeal list has only 92 causes, and these are eked out by the unusual number of 23 in Admiralty. The Chancery appeals are down to 8, and the King's Bench appeals to 43. At Easter, 1914, the total was 311; but that was before the war. There has been a tendency downwards ever since, though the number has not before fallen below a hundred. In the Chancery Division the total is 121, with 33 winding-up matters. The former figure is about half that at the beginning of last sittings; but at Easter, 1917, the figures were 122 and 25; so the drop is not without precedent. In the King's Bench Division business is healthier with a total of 616, made up of 108 Divisional Court cases, 504 actions, and 4 bankruptcy matters. This is not quite up to the figure last sittings—716; but it maintains the recovery of the last year or so. At Easter, 1917, the total here was 370, and at Easter, 1916, it had dropped to 188. The Chancery Division then had 324 matters. Such is the wheel of fortune. The Probate, Divorce and Admiralty

Division is still full of work. There are 779 probate and divorce causes and 76 Admiralty. But the 692 undefended divorce causes shew the real nature of the work. The decentralization of this class of business is long overdue. The Chancery Appeal list includes an appeal from the judgment of YOUNGER, J., in *Patent Castings Syndicate v. Etherington* (*ante*, p. 390), so that the question whether excess profits duty is or is not to be deducted before arriving at "net profits," as to which there has been so much difference of judicial opinion, will be decided.

The Land Value Duties.

It is nine years since the Land Value Duties were introduced, and the Chancellor of the Exchequer had to admit in his Budget speech on Wednesday that the yield was disappointing and that the tax was unworkable, largely, he said, owing to the decisions of the Courts, as to which, however, he was careful to avoid hinting any disrespect. According to these decisions it seems the tax is leviable where there was never any intention to levy it, and it is not leviable where it ought to be. The famous *Lumsden Case* (1914, A. C. 877) is doubtless referred to in the former category, which is, perhaps, chiefly memorable for Lord Moulton's suggested catechism on the laws of England:—"Question: What is the increment of the site value of land when the value of the site has not changed? Answer: It is the difference of opinion of two Government valuers as to the value of the owner's total interest in the estate." In the latter category we may place the *Marquess Camden's Case* (1915, A. C. 241) and the recent *Ecclesiastical Commissioners' Case* (*ante*, p. 388), which between them seem to have knocked the bottom out of reversion duty. Undeveloped land duty has, we believe, been abandoned in practice as hopeless. One of the curiosities of this litigation is the *Herbert Case* (1913, A. C. 326), where it was held that the assessable site value might be a minus quantity. The worst of all these taxes depending on valuation and on arbitrary systems of accounting is that the result of the assessment may have no relation whatever to any actual facts of valuation or profit. On that something might be said in respect of the curious systems of accounting sent up under the Munitions Exchequer Payments and Excess Profits Duty Rules. However, the Land Value Duties are now to be the subject of inquiry, but Mr. AUSTEN CHAMBERLAIN does not abandon the idea of a general valuation of land available for public purposes whenever required. Incidentally, we may observe that the appeals in the *Smyth*, *Hunter* and *Morrison* cases still stand in the "abated" appeal list, the two former being appeals from SCRUTTON, J. (1914, 3 K. B. 406, 423), and the last from ROWLAT, J. (1915, 1 K. B. 716); but it may, apparently, be presumed that they will not be proceeded with.

The Passing of the "Statutory List."

It WILL be seen, from an Order in Council which we print elsewhere, that the "Statutory List" has been entirely withdrawn. This was established under the Trading with the Enemy (Extension of Powers) Act, 1915, by the Proclamation of 27th February, 1916, and has been varied from time to time by Orders in Council, which we have noted on their issue, usually at intervals of about two weeks. The policy of the Statutory List was based on the fact that, under our law, mercantile character depends, for war purposes, not on nationality, but on trading domicile, and a German carrying on business in an Allied or neutral country was not an "enemy," and hence trading with him was not forbidden. The Act of 1915 altered this rule, in specific cases, by allowing a "black list" of such traders, and also of traders of enemy association, with whom trading was prohibited. Before the United States entered the war this policy created a good deal of criticism there, and diplomatic exchanges of view took place between that country and Great Britain (see 60 SOLICITORS' JOURNAL, p. 424), and the alarm across the Atlantic was increased when one alteration of the list added eighty-five United States names (*ibid*, pp. 642, 651, and, as to further diplomatic correspondence, see *ibid*, p. 726, Vol. 61, p. 65). The question was also the subject of discussion in the *Contemporary Review*

here, and in the *Harvard Law Review*, to which we referred at the time (61 SOLICITORS' JOURNAL, p. 346). However, this source of friction was removed when the United States entered the war, and other countries do not seem to have been in a position to protest. The maintenance of the list must have caused a vast amount of work and investigation; but we are not aware that any official statement has been made as to its actual utility. However that may be, there appears to be no further need of it.

Responsibility for the War and War Crimes.

IF, AS is our usual endeavour, we wrote with journalistic promptitude, it would be impossible to do justice to the grave questions of international law which are now before the world. We must content ourselves with noting them, and then leaving them for further consideration. We refer in particular to the Report just published (*Times*, 28th ult.) of the Commission on Responsibility established by the Peace Conference, and the Articles on this subject (printed elsewhere) which it is proposed to insert in the Peace Treaty; and to the Revised Covenant of the League of Nations which was adopted at a plenary sitting of the Conference last Monday. According to the published summary, the Report of the Commission deals first with the responsibility for the war, and its conclusions are:—

"(1) The war was premeditated by the Central Powers, together with their allies, Turkey and Bulgaria, and was the result of acts deliberately committed in order to make it unavoidable.

"(2) Germany, in agreement with Austria-Hungary, deliberately worked to defeat all the many conciliatory proposals made by the Entente Powers and their repeated efforts to avoid war."

As regards the specific question of the violation of Belgian neutrality, it says:—

"The neutrality of Belgium, guaranteed by the Treaties of 19th April, 1839, and that of Luxemburg, guaranteed by the Treaty of 11th May, 1867, were deliberately violated by Germany and Austria-Hungary."

And as to crimes committed by enemy belligerents, a list of thirty-two categories is given, with this comment:—

"It constitutes the most striking list of crimes that has ever been drawn up, to the eternal shame of those who committed them. The facts are established. They are numerous and so vouched for that they admit of no doubt and they cry for justice."

The conclusions on this head are:—

"(1) The war was carried on by the Central Empires, together with their allies, Turkey and Bulgaria, by barbarous or illegitimate methods in violation of the established laws and customs of war and the elementary laws of humanity.

"(2) A Commission should be created for the purpose of collecting and classifying systematically all the information already had or to be obtained, in order to prepare as complete a list of facts as possible concerning the violations of the laws and customs of war committed by the forces of the German Empire and its allies, on land, on sea, and in the air in the course of the present war."

The Personal Responsibility of Sovereigns.

AS to the personal responsibility of the authors of these misdeeds, a question arose in the Committee whether there was to be an exception in favour of sovereigns or whether the usual rule of immunity was to be applied to them. But it was felt that to allow such an exception under the present circumstances "would shock the conscience of civilized mankind." Moreover, "the trial of the offenders might be seriously prejudiced if they attempted and were able to plead the superior orders of a Sovereign against whom no steps had been taken or were being taken." Hence all persons implicated are to be held responsible, and "it will be for the Court to decide whether a plea of superior orders is sufficient to acquit the person charged from responsibility." But as regards prosecution for the offences dealt with in the Report, a distinction is drawn between the acts which brought about the war and the breaches of treaty which led to the violation of the neutrality of Belgium, and the acts committed in the course of the war. The former, though open to grave moral reprobation, are treated as not the proper subject for criminal proceedings, and the conclusions are:—

"(1) The acts which brought about the war should not be charged against their authors or made the subject of proceedings before a tribunal,

"(2) On the special head of the breaches of the neutrality of Luxemburg and Belgium, the gravity of these outrages upon the principles of the law of nations and upon international good faith is such that they should be made the subject of a formal condemnation by the Conference."

But these are followed by a further paragraph which appears inconsistent with the first two, and which suggests that the Peace Conference should specially arrange for the punishment of these acts:—

"(3) On the whole case, including both the acts which brought about the war and those which accompanied its inception, particularly the violation of the neutrality of Belgium and Luxemburg, it would be right for the Peace Conference, in a matter so unprecedented, to adopt special measures, and even to create a special organ, in order to deal as they deserve with the authors of such acts."

"(4) It is desirable that for the future penal sanction should be provided for such grave outrages against the elementary principles of international law."

International Tribunals.

THE REPORT appears to be the result of a compromise between those who stood for purely legal views and those who took a broader ground, and it is presumably in accordance with the suggestion in paragraph 3 that the Articles arraigning the ex-Kaiser have been drawn. Under them a special tribunal composed of five judges, one appointed by each of the United States, Great Britain, France, Italy and Japan, will be constituted to try him, "thereby assuring him the guarantees essential to the right of defence." As to the other misdeeds, each belligerent would be entitled under international law to set up an appropriate tribunal and bring before it such accused persons as are in their power; but the Report proposes that, instead of this, a High Tribunal should be established, consisting of three representatives appointed by each of the five Great Powers, and of one representative appointed by each of Belgium, Greece, Poland, Portugal, Rumania, Serbia, and Czecho-Slovakia. The law to be applied by this tribunal will be the "principles of the law of nations as they result from the usages established among civilized peoples, from the laws of humanity, and from the dictates of public conscience." The Report further suggests the creation of an International Prosecuting Commission of five members, one to be appointed by each of the five Great Powers. In accordance with the principle cited above, enemy sovereigns would be amenable to this tribunal in regard to offences falling within its jurisdiction. But the proposed Peace Articles, which we print elsewhere, do not adopt the suggestion for a single High Tribunal. They provide that persons guilty of criminal acts against the nationals of one State shall be brought before the military tribunals of that State, and joint tribunals would be set up only where nationals of more than one State have suffered.

The League of Nations Covenant.

WE PRINTED the text of the draft Covenant for a League of Nations two months ago (*ante*, p. 395). We print elsewhere the text of the revised Covenant, and it will be seen that the changes, though some of them are important, are—apart from drafting amendments—comparatively few. At the commencement a new Article is introduced specifying by reference to the Annex the original members of the League and certain other States which can declare their accession by declaration made within two months of the Covenant coming into force. The Annex contains the names of twenty-seven Allied and Associated States (counting the British Empire as one, though Canada, Australia, South Africa, New Zealand and India are mentioned under it), which will be signatories of the Treaty, and thirteen neutrals which will have the right to accede, but they must accede without reservation. No right of accession is accorded to enemy States, but the Article (reproducing the draft Article 7) allows of the accession of any fully self-governing State, Dominion or Colony with the consent of two-thirds of the "Assembly," provided it gives guarantees of sincerity, and accepts the regulations prescribed by the League in regard to its military and naval forces. The Body of Delegates in the

draft Covenant is now called "the Assembly," and the functions of the Assembly are widened by allowing it, like the Council, to deal generally with matters affecting the peace of the world. An important addition is made to the Article constituting the Council. This still consists of nine members—one each for the five Great Powers and one each for four other Powers to be selected from time to time by the Assembly; but a paragraph has been added allowing the Council, with the approval of a majority of the Assembly, to name additional members of the League, whose representatives shall also be members of the Council. It would, no doubt, have been better, if only circumstances had permitted, to introduce Germany as an original member of the League, and it is, perhaps, not beyond the bounds of possibility that this may result from the peace negotiations; but the above alterations in the Covenant are obviously made in order to facilitate her inclusion.

Limitation of Armaments and Arbitration.

UNDER an amendment to the Council Article, it is made clear that each member will have only one vote and only one representative. An important change has been made in the Procedure Article (now Article V.) requiring decisions of the Council and Assembly to be unanimous, except where otherwise expressly provided. This is a concession to the principle of sovereignty. That it will reduce the League to impotence is not improbable, but the present Covenant is only a beginning. The seat of the League is established at Geneva, and, by the appointment of Sir ERIC DRUMMOND, Great Britain has the honour of the first secretary. No binding Article is introduced as to disarmament—a chief object to be aimed at—but the Council is to formulate plans for this purpose, and any State accepting the plan proposed for it may not exceed the limits of the plan without the concurrence of the Council. The Articles as to reference to arbitration—in justiciable matters (which are now defined by examples) to a Permanent Court of International Justice to be established, and in other matters to an agreed arbitration tribunal—remain substantially the same; and so also the provision for reference, failing arbitration, to the Council or the Assembly for inquiry and report. The members bind themselves not to resort to war until three months after the award or report, and provision is made by Article XVI. for enforcing this obligation, but the Covenant stops short of forbidding war altogether. A provision is added to this Article allowing for the expulsion from the League of a member violating any covenant. Speaking generally, the weak parts of the Covenant are the requirement of unanimous votes, the failure to insist on disarmament, and the failure to prohibit recourse to arms; and insufficient prominence is given to the International Court. "The League," says Sir FREDERICK POLLOCK in the current *Law Quarterly Review*—"The Work of the League of Nations"—stands for peace among nations assured by justice. But there can be no settled justice without judgment and no judgment without a tribunal." As we have said, however, the present Covenant is only a beginning. It is matter of congratulation that the League idea, which not long ago was generally regarded as Utopian, has assumed reality—mainly under pressure of the horrors of war; and the societies in the United States and this country, and elsewhere, which have done so much work for it, now see the reward of their labours. It is, perhaps, the surest sign that the Peace, as well as the War, will be won.

Executors and the Statute of Limitations.

THERE IS no doubt that an executor who has been guilty of a devastavit can plead the statute of limitations. So long ago as 1855 Vice-Chancellor PAGE-WOOD correctly stated the law in *Thorne v. Kerr* (2 K. & J. 54) when he said: "Upon the authorities and also upon the well-settled rule of law, if you sue upon a devastavit, that is personal against the executor and is barred by the six years." But whether he can plead the statute where he has honestly paid away the assets has been the subject of much controversy, though recent cases have done much to remove the doubt. The curious result of the older cases was that an executor could claim the benefit of the statute

when he had wrongfully misapplied the assets, but not when he had honestly done so. This anomalous rule did not, as one might have expected, disappear on the passing of the Trustee Act, 1888, but long survived it, and in *Re Blow* (1913, 1 Ch. 358), WARRINGTON, J., held that the principle that in creditors' suits payments by executors to beneficiaries will be disallowed, though made more than six years before action, has not been altered by the Trustee Act, 1888. The Court of Appeal, however, reversed this decision, and held that moneys honestly paid away six years before action ought to be allowed, as executors were entitled to plead the statute. It will be noticed that in that case, as in the older cases, the question arose in a creditors' administration action; but it has been doubted whether the same rule holds good in a beneficiaries' action, to which, WARRINGTON, J., said, very different considerations apply. In *Lacons v. Warmoll* (1907, 2 K. B. 350), FLETCHER MOULTON, L.J., expressed the opinion that, at all events since the passing of the Trustee Act, 1888, the liability of an executor in respect of moneys honestly paid away by him was barred after six years from the date of payment, whatever might be the form of the proceedings by which it was sought to enforce the liability. This, of course, was only a *dictum*, and until quite recently there was no decided case on the point with the exception of *Re Croyden* (55 SOLICITORS' JOURNAL, 632), in which EVE, J., held that a claim by a beneficiary against an executor who had misapplied the estate of his testator without dishonesty was barred after six years under the Trustee Act, 1888. In the latest case: *Re Richardson* (reported elsewhere), PETERSON, J., said cases like *Re Blow* stood on a different footing, being actions to enforce claims, by creditors, but he thought he ought to follow *Re Croyden* provided the circumstances of the case were such that it did not come within the exceptions in section 8 of the Trustee Act, 1888. It seems, therefore, to be now settled that executors are as much entitled to plead the statute against beneficiaries as against creditors.

The Chinese and their Gaming Houses.

THE ANXIETIES arising from the huge increase in the number of the inhabitants of China, and the severity of their competition in various forms of human industry, are probably exaggerated, but there can be no doubt that the Chinaman is becoming well known in regions where he was formerly a stranger. He plants himself in the narrow and confined streets of the largest maritime cities, and indulges his passion for gaming in the most unfavourable conditions. We have read how a number of the more indolent of Chinese gamblers will stretch themselves in the rays of the sun, each one watching with eager interest his particular lump of sugar, which will win him his wages if it is the first to attract one of the flies which are buzzing about. A recent case in the Thames Police Court gave the following facts: The appellant, a Chinaman, was remanded on a charge of being concerned with others in running a gaming-house. Papers containing representations of eighty Chinese symbols were distributed among those who visited the house on payment of sixpence each. Those who took part in the game marked out ten of the eighty symbols, and every hour one of the principals also marked out ten of the characters, chanting at the same time a chosen song. A competitor fortunate enough to have marked out the same ten characters as the man conducting the gamble became the winner of a considerable sum, or of a smaller sum if eight out of the ten figures were right. The game, it will be seen, is not without resemblance to various European contrivances by which credulous folk are tempted to place their money in jeopardy, and the proficiency of the Chinese will by some persons be regarded as proof of their advance in the paths of civilization. We may add that anyone who is interested in the details of the more popular gaming tables may be recommended to study under the head "Gaming" the digests of cases for the last sixty years. These cases will give him a clear and interesting description of the devices by which the fool is tempted to part with his money, and may even suggest that it is often profitable to spread the net in sight of the bird.

Actions for Maintenance.

THE subject of action for maintenance, and when an action will or will not lie against a defendant for "maintaining" an action against the plaintiff brought by a third person, has recently been thoroughly investigated during the course of the litigation relating to the *New Anzac-on-Sea* case. The litigation has been brought to an end by the House of Lords deciding that no action lay against the maintainers of the original action for their maintenance of the maintained action: *Neville v. London "Express" Newspaper (Limited)* (1919, A. C. 368). One of the results of the House of Lords' decision has been, in the words of Lord PHILLIMORE, "the clearing up of a somewhat obscure portion of our law." There is a certain degree of complexity in the facts of the case and the circumstances of the litigation, and both these and the opinions delivered in the House of Lords—for the Law Lords were not unanimous—require rather careful statement to make them intelligible without too much detail. The length of the report in the House of Lords is in striking contrast with the extreme brevity of the reports in the courts below.

NEVILLE, the appellant, was the plaintiff in the action and the respondents (defendants) were the proprietors of the *Daily Express* newspaper. NEVILLE owned some land on the Sussex coast, and proposed to make of it a new seaside resort. He promoted a prize competition for a suitable name for this new resort, and the name "New Anzac-on-Sea" eventually secured the prize. But under the guise of "consolation prizes" a number of plots of land had been given to competitors, one condition being that each paid three guineas for a conveyance of his plot. The *Daily Express* criticized the competition as not being *bona fide*, and eventually the newspaper's solicitors acted for 114 of the persons who had paid these sums of three guineas in actions in the Chancery Division, with the result that these persons all obtained judgment against NEVILLE for a return of the three guineas paid by each. NEVILLE then sued the *Daily Express* for libel and maintenance, bringing the action in the King's Bench Division. The jury gave a verdict for NEVILLE on the libel and answered questions in the claim for maintenance, upon which judgment was also given for NEVILLE. The Court of Appeal ordered new trials on both claims. NEVILLE and the *Daily Express* then both appealed to the House of Lords. The decision of the Court of Appeal as to a new trial on the claim for libel was affirmed, and nothing more need be said on that point. On the claim for maintenance, however, judgment was ordered to be entered for the defendants. It is on this point—NEVILLE's eventual failure to substantiate his claim against the *Daily Express* for maintaining the Chancery Division actions against him—that the case is of interest and importance. As already stated, the decision of the House of Lords was not unanimous, and the opinions of the five Law Lords who heard the appeal exhibit two distinct lines of cleavage in their differences.

The first point of difference was on the question whether the success of the actions maintained in the Chancery Division constituted a bar to NEVILLE's action in the King's Bench Division. The decision was that the success of the maintained actions did not constitute a bar, and that NEVILLE was not on this ground precluded from bringing his action for maintenance. The other point of difference was on the question whether it was necessary for NEVILLE to shew special damage, or whether he was entitled to bring his action against the *Daily Express* on the footing of maintenance of the Chancery Division actions being an infringement in itself of a legal right, such as occurred in *Ashby v. White* (2 Ld. Raym. 938, 1 Sm. L. C. 231). The decision here was against NEVILLE—that he was not entitled to bring his action without shewing special damage, and that none such had been shewn. It remains to indicate briefly the views advanced for and against these two decisions.

That the success of the maintained litigation is not a bar to the right of action for maintenance was held by Lord FINLAY (then Lord Chancellor), Lord HALDANE and Lord ATKINSON

(Lord SHAW and Lord PHILLIMORE dissenting). Lord FINLAY thought the case of *Wallis v. Duke of Portland* (3 Ves. 494) "decisive against the proposition that the proceedings maintained must have failed"; "the same law was laid down by the Court of Appeal in *Oram v. Hutt* (1914, 1 Ch. 107). In both these cases it was decided that the offence of maintenance is constituted although the claim maintained succeeded." Other cases were also cited, and Lord FINLAY went on to point out that "an action for maintenance differs essentially from an action for malicious prosecution, which can be maintained only if the prosecution failed." Maintenance is a common law offence, though "various statutes were passed inflicting particular penalties upon various kinds of maintenance," of which the "most important is 32 Hen. 8, c. 9." Referring to section 3, Lord FINLAY said that the "unlawful maintenance mentioned in this section" did not denote "cases in which unfounded claims have been supported," but "cases in which the justification for the support of another man's action did not exist, such as was offered by motives of charity or relationship." Lord HALDANE expressed his concurrence in these views in very few words, but Lord ATKINSON followed Lord FINLAY in dealing with this point at considerable length and coming to the same conclusion; he treated *Wallis v. Duke of Portland* (*supra*) as "crucial upon this point." Lord SHAW and Lord PHILLIMORE, in dissenting, were unable to agree as to the effect of the decision in *Wallis v. Duke of Portland*. Lord SHAW incidentally called attention to a discrepancy between the Norman-French and the English version of a statute of 1305 (33 Ed. 1) in the Statutes Revised.

That an action for damages for maintenance will not lie in the absence of proof of special damage was held by Lord FINLAY, Lord SHAW and Lord PHILLIMORE (Lord HALDANE and Lord ATKINSON dissenting). Lord FINLAY said: "The maintenance may be punishable as an offence, but, to give a right of action, the commission of the offence must have caused damage to the plaintiff." The principle of *Ashby v. White* (*supra*) was expressly distinguished: "The action for maintenance at common law is not . . . an action for the invasion of a right; it is an action in respect of an offence which causes damage to the plaintiff." And further on: "In the present case there is no damage. The plaintiff, it is true, has had to repay money which he had obtained by fraud and to pay costs in respect of his having resisted payment. It cannot be regarded as damage sufficient to maintain an action that the plaintiff has had to discharge his legal obligations, or that he has incurred expenses in endeavouring to evade them," and the extraordinary consequences that would follow, if this were not so, were pointed out. Lord SHAW went into the whole subject at great length, and the results of his independent examination of the statutes and authorities may be thus summed up: The actions were maintained for the plaintiffs by the respondents against Mr. NEVILLE. The result was that justice was done, injustice was defeated, and by the aid of the maintenance given the law was put in force to achieve right, and right was achieved. In his opinion it is no part of the common law of England to make it possible to construct out of this maintenance either a wrong in itself or a wrong sounding in damages. Lord PHILLIMORE did not devote much consideration to this point on its own account, and was content to say that NEVILLE had not proved "that he sustained any private injury such as the law recognizes as some invasion of his rights as a citizen by reason of the" conduct of the *Daily Express*. It is obvious that Lord SHAW and Lord PHILLIMORE, holding as they did that the success of the Chancery actions justified their maintenance, could hardly do otherwise than hold that NEVILLE had no right of action either as having suffered special damage or under the principle of *Ashby v. White*. Lord HALDANE, while holding that *Ashby v. White* did apply, and that NEVILLE's legal right had been violated by the Chancery action being maintained against him, thought it was a case for nominal damages only. Lord ATKINSON also held that *Ashby v. White* applied, but that NEVILLE was entitled to nominal damages only.

The actual binding decision of the House of Lords lays down

the rule that an action for maintenance will not lie in the absence of proof of special damage. The other part of the decision, or the opinion of the majority, that the success of the maintained litigation is not a bar to an action for maintenance, is clearly not of the same weight, since the action was held to fail. The dissenting opinion of Lord SHAW on this point is of great weight, and may possibly result in further litigation being necessary in order to elucidate the rule of law as to successful litigation being a bar to an action for maintenance.

The Annual Value of Property in War Time

It was a profitable, if not an entirely happy, day for many a Highland laird, and for his neighbours also, when the Sassenach discovered the recreation, and the pleasure, to be derived from renting a grouse moor in North Britain. If they did not fully appreciate and realise this truth in past years, it may have been brought unkindly home to them of late when, owing to the war and the adverse conditions it causes, there is little or no demand for shootings. The undoubted, and, perhaps, increasing, difficulty in finding shooting tenants recently gave rise to two important decisions in the Valuation Appeal Court in Edinburgh of *Inverness Assessor v. Grant*. (55 S. L. Rep. 236) and *Inverness Assessor v. Macpherson's Trustees* (55 S. L. Rep. 241); but inasmuch as the facts in each case were somewhat similar, and were discussed, on an appeal by the assessor, by the same three judges, we do not propose to do more than to glance at the facts presented by the former. An additional attractiveness and piquancy is given to the controversy by the fact that the learned judges were not unanimous, and by the feeling that the judgments would therefore receive additional care and consideration.

In May, 1914, that is some two or three months before the war commenced, a deer forest and shootings were let for nine years, and the rating assessor made a valuation of £1,543 per annum based on the rental reserved. Fortunately, as events proved, for the lessee, he had an option to determine the lease in May, 1917, an option which he duly exercised. The landlord thereupon let the property for 1917-18 at a net rent of £196; and, as may be supposed, he claimed that this reduced rental should be entered on the valuation roll in lieu of the £1,543, such reduced rent being the true measure of the new annual value. Now, the assessor does not seem to have alleged that this rent was not a *bona fide* one, indeed, not the best rent which could be obtained in the present state of the countryside; but he submitted that where such a property was let for a single year, or a single season, at a rent barely sufficient to meet the landlord's outlay for the wages of keepers, &c., that rent could not be regarded as "yearly rent conditioned as the fair annual value" of the property to be assessed. And the assessor referred very appositely to a recent case—*Perrins v. The Assessor for Ross and Cromarty* (55 S. L. Rep. 258)—where it had been held that, in respect of deer forests and shootings that were unlet during the war, a reduction of 50 per centum from the *ante bellum* annual value constituted a reasonable allowance for the derangement in letting such properties that the war had undoubtedly occasioned; and he, with equal judgment, intimated his willingness to agree to reduce the above mentioned valuation of £1,543 to £771½, or one-half, in order to meet the sadly changed condition. And a reference to the Lands Valuation (Scotland) Act, 1854 (17 & 18 Vict. c. 91), s. 6, will shew that the issue between the parties turned on the correct interpretation of the words quoted by the assessor, and thus, on the question, what is and is not "a yearly rent conditioned as the fair annual value" of the land in question.

What, then, did the judges say to these contentions? The judge who delivered the dissenting judgment, Lord SALVESEN, considered it to be settled law that where lands were let to a *bona fide* tenant at the full market rent obtainable, and without any other consideration, then such rent was deemed the

yearly rent for the purposes of the valuation roll; and his lordship did not recall a single illustration in which, during the past sixty years, any other view had been taken. On the other hand, Lord JOHNSTON (in whose judgment Lord CULLEN concurred) pointed out that in the ordinary course of civilised life, there is always a market of some sort for a property of which there is a regular year to year supply; and the assessor must, in ordinary current circumstances, accept without question or examination the rent obtained on lease as being "conditioned as the fair annual value," provided, of course, the property is *bona fide* let, and for a year. But at the time in question there was no market for such property as that under their lordships' consideration; in fact, the internal state of the country was occasioned by an overwhelming external catastrophe which precluded there being any such market. A *casus improvisus* had, therefore, arisen, one which the assessing authorities had to meet, and to meet by considering whether such a rent as this of £196 was, or was not, "conditioned as the fair annual value." And his lordship felt bound to regard the transaction out of which this rent arose not so much a lease of the sporting rights as—what we fear was only too truthfully the case—a seizing of a fortunate chance, denied to several others in *puri puen*, of finding some person to pay for the maintenance of the landlord's sporting estate in return for a year's sport.

The judgment, therefore, was that the rent the landlord received for the year 1917-18 was not the fair annual value of the deer forest and shooting in question, and that, in the absence of other information shewing its impropriety, the assessor's offer must be accepted. We have ventured to direct attention to these cases because, to our way of thinking, they present problems and speculations which would be much canvassed in country smoking rooms, and which, moreover, are not without considerable attraction and interest to English lawyers. Is it, for example, correct to value a certain stock at 85 per cent. while admitting that, either from some transient internal condition or from some external circumstances, the market is at present so demoralized or disorganized that no buyer will bid more than 62? Or, in estimating the annual value of a residential estate, is it permissible to contemplate the question from the aspects of a normal rent, and not of an accidental rent, that is a rent dictated solely by some abnormal and fortuitous conditions? It seems to follow from Lord JOHNSTON's argument, that, in equity, the assessor should have made his offer, and carried it into effect, immediately there was no market for sporting rights; and that it is open to serious question whether some rents which are now solely inflated by the present war conditions are not accidental, and such a violent fluctuation or dislocation in market value as must be disregarded by the judicious in estimating a fair annual value. Every lawyer is quite familiar with the way in which the income of a residuary estate is dealt with whenever a portion of the estate is reversionary, or continues unconverted and improperly invested.

He who has read thus far will, we feel sure, not have forgotten the meaning in England of "rateable value," nor have overlooked the fact, fully explained by Mr. RYDE in his excellent treatise on Rating (at p. 201, 3rd edition), that a rent which an occupier actually pays is not the measure of the rateable value, or even conclusive evidence of value at the date when it was fixed. And it seems fully apparent that a yearly rent, or an annual value, connotes a tenancy for a period not less than a year. Furthermore, should the reader be interested in family or commercial conveyancing, he will not have failed to note what a very excellent and effective answer the cases we have been considering form to any charge of over-caution and too anxious prevision.

It will, with advantage, be borne in mind that on many ancient monuments, the goddess Fortune was represented as blindfold, and as holding an emblematic wheel in her hands. It is more than likely that a long contract, if insufficiently or too optimistically considered, will prove to be an evil, espe-

cially if it be protected too excessively. Circumstances change, and yet the rights given it may, by some zealot's arbitrary stipulations on selling a building site, or by some lawyer's lease, or by some holograph will, remain immutable; at some time or other, and probably at different periods, each party is a sufferer, and there arises a sense of animosity, if not of antagonism—a feeling of injustice and even of pecuniary loss. Would any first-class business man, who had considered the subject fully and intelligently, ever desire to enter into a long contract, with its uncertain risks and consequences, without the advantage of competent explanation, and of the fullest protective skill? Hardly so. It may suit the purpose, or gratify the meanness, of one who has not his advantages or business capacity to tempt Nemesis, and to execute a will, or enter into a bargain, without adequately perceiving its commercial error, or its very evil consequences; but how can the common law of this realm, or any of its professors, be in the smallest degree responsible for such obstinate action, or its dire effect? One might as well attribute to a medical attendant the consequences of a patient running into the way of measles or smallpox.

The fact is that, for many years past, the leaders of both the legal and medical professions have come to realize entirely that preventive practice is much more to be desired than curative or palliative. To-day the immunization of a client—as it has been termed—is the ideal, and the guiding star and ultimate goal, of all the best men; and the nearer a man is successful in reaching that goal, the more bright and happy will he make his clients and neighbours for his sojourn among them, and the more truly useful and happy will he himself be.

Books of the Week.

Digest.—The English and Empire Digest, with complete and exhaustive annotations. Being a complete digest of every English case reported from early times to the present day, with additional cases from the Courts of Scotland, Ireland, the Empire of India and the Dominions beyond the seas, and including complete and exhaustive annotations giving all the subsequent cases in which judicial opinions have been given concerning the English cases digested.—Vol. I, Introduction, Action, Admiralty, Agency. Butterworth & Co.

Income Tax.—The Income Tax Act, 1918. By F. W. W. KINGDON, LL.D. (Lond.) and HUGH EMERSON KINGDON, Barristers-at-Law. Waterlow & Sons, Ltd. 9s. 6d. net.

Review.—The Law Quarterly Review. April, 1919. Edited by the Rt. Hon. Sir FREDERICK POLLOCK, Bart., D.C.L., LL.D. Stevens & Sons. 5s. net.

Emergency Legislation.—The Tenants' Emergency Charter Under the Rent Restrictions Acts. Oliver & Boyd. 7d.

Correspondence.

The Question of the Adriatic.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

SIR,—Your readers are indebted to you for keeping them in touch with the larger issues of international life, and in this connection for the clear statement you have given to them of how Italy stands on the Adriatic question according to her treaty commitments. Clear as her obligations are in point of construction of the documents to which her Ministers have set their hands, it is none the less apparent that they pay only partial regard to Italian security as conditions now obtain, and the impulse that stirs in the people is the result. Tragedy has been defined as the conflict of two rights, and never more than now could two peoples make out better cases in support of the national interests of each than the Italian and Serb. Italy, on the one hand, seeks to protect her exposed eastern seaboard by the elimination of rival elements in the Adriatic; the Serbian people, on the other hand, see the end in sight of the geographical and economic confinement by means of which the rival Powers in the East have hitherto sought to strangle her.

British India reveals the conditions that underlie national security in this connection on the part of Italy, and it is no matter for wonder that the Italian people seek to take the British as their model. In its geographical aspects, the Adriatic Sea has a singular resemblance to the Bay of Bengal. The relations of the one with Italy have their physical counterpart in the relations of

the other with the Indian Peninsula. The situation of Calcutta from a maritime standpoint corresponds in its larger features with the position of Venice, since both are sunk in the innermost recess of the inlet of waters on which they stand, and both are capable of being rendered secure by means of the natural harbours that command the approaches to them. But though the geographical conditions of these two waters so strikingly resemble each other; though Trincomalee and Singapore which command access to the Asiatic inlet have their counterpart in Brindisi and Valona that command access to the European; though the western confines of both waters are deficient in harbours while on the eastern they abound; though in this way the physical aspects of the two regions are nearly identical; the political conditions that prevail are distinct. For while the Bay of Bengal no longer, since the reduction of Burma, has on its shores a Power constituting a menace to British supremacy, Italy has had to vie with Austria for the control of the Adriatic with no hope of better conditions than the preservation of the balance of power in those waters. That the Dual Monarchy has disappeared in the Adriatic only to give place to another virile State must constitute matter of deep disappointment to Italy, and it is no subject for surprise if her people seek, while political conditions remain fluid, the strategical safeguards which the British have employed with such success in the East.

Unfortunately, however, the case of the Serbs, if they were denied access to the Adriatic, would be as hard as the Italians if they had to share its control, and it seems therefore that the only solution lies in compromise and the making of Fiume a free port under the jurisdiction of the League of Nations.

April 30, 1919.

DOUGLAS M. GANE.

[We are obliged to Mr. Gane for his very interesting letter.—*Ed., S.J.*]

Increase of Rent and Mortgage Interest Acts.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—The following questions seem to me worthy of consideration by you, and if you can give your readers any assistance in the decision of them I, for one, shall be grateful.

A lease of a house, the rent of which brings it within the Act of 1915 either as originally passed or as now extended, expires. The landlord wishes to have possession, but the tenant intimates he intends to rely on the Acts, and, accordingly, the landlord takes no steps to eject him. What tenancy is created by virtue of the Acts? If the effect of the Acts in such case is not to create a yearly tenancy, will the fact that the landlord in due time gives notice to increase the rent by 10 per cent. make any difference, as implying his consent to the holding over?

Suppose the lease was for five years, expiring on the 25th March, 1919, and contained a covenant by the tenant to paint outside wood and iron work in the third year. Will there be any implied liability on the tenant to paint again in the sixth year, that is the year ending 25th March, 1920?

ERNEST I. WATSON.

Norwich.

March 28, 1919.

[We hope to consider this point next week. The legal effect of the statutory tenancy created by the Acts do not appear to be clear.—*Ed., S.J.*]

CASES OF THE WEEK. Probate, Divorce and Admiralty Division.

MEDINA v. MEDINA. Roche, J. 30th April.

DIVORCE—PRACTICE—WIFE'S SUIT—MARRIAGE IN GERMANY—PROOF OF MARRIAGE.

The evidence of an English lawyer acquainted with German law will be available to prove a marriage in Germany if no German lawyer is available.

This was a wife's suit for dissolution of marriage on the grounds of her husband's desertion and adultery, which facts were proved to the satisfaction of the Court. The marriage, which was a civil marriage in the office of the Burgomaster, had taken place at Leipzig, in Germany, but it had been impossible to find a German lawyer to give evidence as to the validity of the marriage according to German law. The parties were domiciled in England.

Roche, J., adjourned the case for formal proof of the marriage, with leave to give such evidence by affidavit; and in case a German lawyer should not be available, the affidavit of an English lawyer, acquainted with German law, would be accepted.—*COUNSEL, H. D. Gracbrook. SOLICITORS, Oswald, Hanson, & Smith.*

[Reported by C. G. TALBOT-POWSON, Barrister-at-Law.]

CASES OF LAST SITTINGS. Court of Appeal.

JENKYN v. SOUTHAMPTON, ISLE OF WIGHT, AND SOUTH OF ENGLAND ROYAL MAIL STEAM PACKET CO. No 2. 4th, 10th April. **RAILWAY—CARRIERS—EVIDENCE OF BAILEMENT—PASSENGER'S PERSONAL LUGGAGE—LIABILITY OF CARRIER FOR LOSS.**

The plaintiff, an officer in the Army, travelled by one of the defendants' steamers from Southampton to Ryde. His valise was put on board the steamer by a badge-messenger who was not one of the defendants' servants. He carried the luggage on board, and placed it with the other luggage. On the journey the steamer touched at Cowes, and on arriving at Ryde the valise had disappeared. Among the articles it contained were a revolver and a pair of binoculars. The county court judge gave judgment for the plaintiff, and this decision was upheld on appeal by a Divisional Court. On special terms as to costs, leave was granted the company to appeal.

Held, that there was evidence on which the county court judge could find the defendants liable for the loss of the valise as common carriers, and also that the revolver and binoculars were in the particular circumstances of this case the ordinary luggage of the passenger of the particular class to which the plaintiff belonged. The company were therefore liable.

Macrow v. Great Western Railway Co. (19 W. R. 873, L. R. 6 Q. B. 612) considered and applied.

Decision of the Divisional Court (*ante*, p. 354) affirmed.

The plaintiff, an officer in the Army, was a passenger by one of the defendants' steamers, who were common carriers. He engaged a man who was not in the defendants' employment to put his valise on board. The defendants' servants allowed the man to put the valise in the usual place with the other luggage on the deck of the steamer. On the journey the valise disappeared. Among the articles in it were a revolver and a pair of binoculars, the latter having been lent to the plaintiff by a friend. The plaintiff sued the company in the Southampton County Court, and the defendants pleaded they were not liable as the valise had never been entrusted to them. The county court judge (his Hon. Judge Bernard Layley) gave judgment for the plaintiff. A Divisional Court (Lush and Sankey, JJ.) affirmed the county court judge upon the ground that it was open to him to infer a contract by the defendants to carry the plaintiff's personal luggage, and to find that the revolver and binoculars were in the circumstances of this case personal luggage. The company appealed. Without calling on counsel for the respondent,

BANKES, L.J., said he was of opinion that the appeal failed. The plaintiff's evidence was that on the date he lost his luggage he was travelling from Southampton to Ryde on duty under a warrant. He had a valise which contained a number of articles of clothing and also some articles which the company contended were not his personal luggage, or the ordinary luggage of a passenger for which they were responsible as common carriers. They were things which, while this country was at war, officers ordinarily carried with them, as, it seemed to him, part of their ordinary luggage. He agreed with Sankey, J., that it was very undesirable to attempt to give a definition as to what constituted and what did not passengers' ordinary luggage. But the rules which should guide a person who had to decide that question as a matter of fact were very clearly laid down in *Macrow v. Great Western Railway Co.* (19 W. R. 873, L. R. 6 Q. B. 612), and universally accepted as laid down in Cockburn, C.J.'s judgment. He thought that the learned Judge in the court below had correctly interpreted that judgment. One sentence in his judgment had been, however, criticised. After setting out the list of articles, he said, "In this contention regard must be had to the particular class of person to whom the passenger's luggage belonged." And then he referred to *Macrow's* case. If he meant by that that the only test was the test which had reference to the class of person, he would be wrong, but his lordship read that as a verbal inaccuracy in the sense that he did not indicate that passage to be exhaustive. With that exception he thought the learned Judge had correctly directed himself, and that there was evidence upon which he was justified in coming to the conclusion that these particular articles were, in the circumstances of the particular case, the ordinary luggage of a passenger of the particular class to which the plaintiff belonged. There was also evidence upon which he could properly arrive at the conclusion that this valise was entrusted to the defendant company as passenger's luggage. He entirely agreed with the judgment of Sankey, J.

DUKE and ATKIN, L.J.J., gave judgment to the like effect. Appeal dismissed, with costs.—*COUNSEL, Wright, K.C., and Alexander Neilson, K.C., for the appellants; S. H. Emanuel, K.C., and D. C. Bartley, for the respondent. SOLICITORS, Speechly, Mumford, & Craig, for Lamport, Bassitt & Hiscock, Southampton; Lowe & Co., for A. H. Emanuel, Southampton.*

[Reported by ESKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

Re RICHARDSON. POLE AND ANOTHER v. PATTENDEN.

Peterson, J. 41th and 12th March; 2nd April.

ADMINISTRATION—ACTION BY BENEFICIARY—EXECUTOR—LAPSE OF TIME—STATUTES OF LIMITATION—REAL PROPERTY LIMITATION ACT, 1874 (37 & 38 VICT. C. 57) s. 8—TRUSTEE ACT, 1888 (51 & 52 VICT. C. 59), s. 8, SUB-SECTION (1), (A) AND (B).

The liability of an executor in respect of money honestly paid away by him as executor is barred at the expiration of six years from the date of payment, provided the circumstances of the case do not bring it within the exceptions contained in section 8 of the Trustee Act, 1888.

Re Croyden, Hincks v. Roberts (55 SOLICITORS' JOURNAL, 632), applied.

Dictum of Fletcher Moulton, L.J., in Lacons v. Warmoll (1907, 2 K. B. 350), followed.

This was an originating summons by a beneficiary against the surviving executor of a will, asking for administration. The testator died in 1909, and his wife and the defendant were his executors, and his wife took the residue under the will. The estate was wound up, and the functions of the executors as such came to an end in 1910. Some of the securities, however, still remained in the joint names of the defendant and the widow for convenience, and they were accordingly trustees of them for the widow. The defendant stated in his affidavit that he had done nothing in the administration without the concurrence of his co-executrix, the widow, and that he had prepared a book of particulars of the property and given her a copy, and that since the winding-up he had had none of the testator's estate in his hands. There had been no accounts. The widow died in 1917, and this action was started asking for full accounts by the widow's executor and residuary devisee. The defendant submitted that the plaintiffs were bound by the widow's acts, as they claimed through her, and also relied on the Statutes of Limitations and, in particular, section 8 of the Trustee Act, 1888. There was no allegation that the defendant had misapplied the estate.

PETERSON, J., said in the course of a considered judgment, after stating the facts: This action is one for an account of the personal estate come into the hands of the defendant as executor. It is an action to recover a legacy within section 8 of the Real Property Limitation Act, 1874. *Adams v. Baring* (1845, 2 Coll. 235), *Prior v. Horneblow* (1836, 2 Y. & C. Ex. 200), *Christian v. Devereux* (1841, 12 Sim. 264) are decisions on 3 & 4 Will. 4, c. 27. As there is an existing statute which is applicable, section 8 (1) (b) of the Trustee Act, 1888, does not apply. Cases such as *Re Blowe* (1914, 1 Ch. 233) stand on a different footing, being actions to enforce claims by creditors against executors, and to such actions the former Limitation Acts do not apply. Nor do the decisions in *Re Page* (1893, 1 Ch. 304) and *How v. Earl Winton* (1896, 2 Ch. 626) assist the defendant, as they are cases not of executors, but of express trustees, and as such come within section 8 (1) (b). In *Lacons v. Warmoll* (*supra*), which was an action by a creditor against an executor, Fletcher Moulton, L.J., expressed the opinion that, since the passing of the Trustee Act, 1888, the liability of an executor in respect of moneys honestly paid away by him is barred at the expiration of six years from the date of payment, whatever the form of the proceedings, by which it is sought to enforce the liability. There is one case—*Re Croyden* (*supra*)—in which a claim by a beneficiary against an executor who had honestly misapplied the estate of his testator was held to be barred by the lapse of six years under the Trustee Act, 1888. I think I ought to follow that decision if the circumstances of the present case are such that it does not come within the exceptions mentioned in section 8. In order to ascertain whether the case falls within those exceptions, and whether any part of the estate still remains in the hands of the executor, I direct the usual accounts against the defendant as executor, leaving the question which items are protected by the Act of 1888 to be dealt with when the facts have been ascertained. The costs of the application will be reserved.—COUNSEL, Tomlin, K.C., and A. Adams; Hughes, K.C., and F. E. Furrer. SOLICITORS, Stone, Preston, & Lyttelton, for Macdonald & Longrigg, Bath; Justice & Pattenden.

[Reported by L. M. May, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

EVERETT v. EVERETT and McCULLUM. Coleridge, J.

29th January; 24th February; 17th March.

DIVORCE—HUSBAND'S PETITION ALLEGING ADULTERY—WIFE'S ANSWER ALLEGING CRUELTY, CONDUCT CONDUCTING, AND CONNIVANCE—ALLEGATIONS PROVED—DISMISSAL OF PETITION—GRANT TO WIFE OF JUDICIAL SEPARATION—PRINCIPLES OF THE FORMER ECCLESIASTICAL COURTS AS TO BAR TO RELIEF FOR GUILTY SPOUSE—MATRIMONIAL CAUSES ACT, 1857 (20 & 21 VICT. c. 85), ss. 22.

The doctrine that a spouse, who has been guilty of adultery and therefore does not come into Court "with clean hands," is not entitled to a decree of judicial separation on the principles recognized in the former Ecclesiastical Courts, and imported into the Divorce Court by the Matrimonial Causes Act, 1857, s. 22, applies only to cases of adultery on the part of the spouse seeking relief, which has not been connived at or condoned. Where such adultery has been connived at or condoned, the offence of the spouse seeking relief has been purged, and is no longer a bar to relief, and the Court is left with a discretion to grant relief on the facts of the case if it sees fit.

This was a husband's petition for dissolution of his marriage on the ground of his wife's adultery. The respondent, by her answer, admitted

the adultery, and counter-charged the petitioner with cruelty, connivance and conduct conducing—all of which charges the petitioner denied. The respondent did not appear. The respondent prayed for the dismissal of the petition and such further and other relief as might be just. The Judge found the respondent and co-respondent guilty of adultery and the petitioner guilty of cruelty, connivance and conduct conducing to the wife's adultery, and dismissed the petition. Counsel for the respondent asked for leave to amend the respondent's prayer for further and other relief by asking for a judicial separation on the ground of the petitioner's cruelty.

COLERIDGE, J., allowed the amendment, and adjourned the case for argument.

24th February.—Counsel for the respondent submitted that the wife was on the facts, as found, entitled to a decree of judicial separation, a relief which was to be given as near as might be conformably to the practice of the Ecclesiastical Courts (Matrimonial Causes Act, 1857, s. 22). By section 31 of that Act, if the wife were suing for a divorce, her adultery would be a matter for the discretion of the Court. The case of *Oteay v. Oteay* (13 P. D. 41), in which the wife was refused a judicial separation on similar facts, was distinguishable, because in that case the adultery was not qualified by connivance. He relied upon the cases of *Anichini v. Anichini* (2 Curt. 210) and *Seller v. Seller* (1 Sw. & Tr. 482), the effect of which was that the condoned adultery of the petitioner was no bar to his or her obtaining a judicial separation, and connivance in this respect was *pari materia* with condonation. In *Goach v. Goach* (1893, P. 99) it was said that the adultery of a petitioner might be "neutralized." Condonation was merely one method of "neutralization," connivance was another. The principle laid down in *Anichini v. Anichini* (*supra*) and *Seller v. Seller* (*supra*) was that, after condonation, a petitioner who had been guilty of adultery came into Court "with clean hands," as it was said. The case of *Hope v. Hope* (1 Sw. & Tr. 94) was authority that connivance was equivalent to condonation. There Sir C. Cresswell cited and approved Oughton to that effect. It was true that restitution of conjugal rights was under discussion in that case, but the doctrine of clean hands applied with equal force to judicial separation. If condonation made the wife "integro," connivance should have the same effect. The case of *Grossi v. Grossi* (L. R. 3 P. & D. 118), though it must be taken to be over-ruled by *Oteay v. Oteay*, was not accompanied by condonation or connivance. There Sir J. Hannen was unwilling to lay down that a wife guilty of adultery could under no circumstances obtain a judicial separation. Counsel for the petitioner submitted that *Oteay v. Oteay* (*supra*) was directly in point. The definition of condonation in *Goach v. Goach*—viz., forgiveness, evidenced by conduct and conditional as good behaviour shewed that after a separation, as here, connivance could not be considered on the same footing as condonation. On the findings of connivance and conduct conducing, the wife could not be said to be *recta in curia*, because, as pointed out in *Moorsom v. Moorsom* (3 Hagg. Ecc. 789), connivance pre-supposed her guilt. Even as regards condonation itself, whatever effect it might have as a defence, it did not follow that as a reply it must destroy the defence, in this case of the commission of adultery: *Beely v. Beely* (1 Hagg. Ecc. 789). *Cur. adv. vult.*

COLERIDGE, J.—The husband sues for a divorce on the ground of the adultery of the wife. The wife admits the adultery, which has been proved. The wife recriminates on the ground that the husband had been guilty of cruelty, and conduct conducing to and connivance at her adultery, and prays for a judicial separation. I find that the wife's charges are proved against the husband. The husband's petition for divorce, therefore, stands dismissed. Two questions then remain: (1) Whether under these circumstances the Court has power to pronounce a decree of judicial separation; and (2) whether, if the Court has a discretionary power to make such a decree, it will exercise it in favour of the wife. The Court's power to pronounce a sentence of judicial separation is given by the Matrimonial Causes Act, 1857, ss. 16 and 22. By section 22 the Court must give relief on principles which governed the Ecclesiastical Courts, but only on such principles as in the opinion of the Court are as nearly as may be conformable to the principles which the Ecclesiastical Courts have applied: *Hougon v. Hodgson* (1905, P. 233). Those Courts recognized no status between freedom from the marriage tie and union as from the first. It has been urged that an adulterous wife can obtain no remedy against her husband on the ground that she has committed a matrimonial offence, and that on these principles this would bar her remedy, because she must come into Court "with clean hands." In *Oteay v. Oteay* (*supra*), where husband and wife had both been guilty of adultery, and the husband of cruelty, the Court held that a judicial separation could not be granted to the wife, in spite of her husband's cruelty, because his cruelty did not justify her adultery, and she did not, therefore, being guilty of adultery, come into Court "with clean hands." Lord Justice Fry remarked that the principle on which the Ecclesiastical Courts have acted in granting decrees for a divorce, *a mensâ et thoro*, was "that a wife or husband seeking such relief must come to the Court with a pure character, and must be free from any matrimonial misconduct," and cited with approval *Drummond v. Drummond* (2 Sw. & Tr. 269), where Sir C. Cresswell expressed similar language, and the reluctance which Sir J. Hannen expressed in *Grossi v. Grossi* (*supra*) to adopt the principle that in no case could an adulterous wife obtain relief by way of judicial separation on the ground of cruelty, when it was a case of simple adultery, was not shared by the Court. Is this doctrine applicable to all cases indifferently? It is to be observed that connivance in the case of *Oteay v. Oteay* was disproved, and both in

that case and in the case of *Drummond v. Drummond* the case was one of simple adultery on the part of the applicant seeking relief. If applicable to all cases indifferently, whether the adultery be condoned, condoned to, or connived at, I cannot reconcile it to the authority of other cases, which were not explicitly over-ruled, which are inconsistent with that. In *Anichini v. Anichini* in a suit for restitution of conjugal rights, the husband proved the wife to be guilty of adultery; the wife proved the husband guilty of adultery which had been condoned; and the husband was granted a divorce in spite of this adultery. And in *Seller v. Seller*, where a wife sued for judicial separation on the ground of her husband's adultery, and the husband set up the wife's former adultery, it was held that such adultery was no bar to the wife's prayer for relief, because it had been condoned. I think that a party cannot be precluded from obtaining relief by way of divorce because of adultery, if that has been condoned. Such adultery is not an absolute bar to such relief. On the strict interpretation, however, of the doctrine of the Ecclesiastical Courts, such party cannot come into Court with clean hands. A sin has been committed against the marriage bed, but that sin has been purged by condonation, and is no longer a bar to relief. The offender has the good fortune of having a forgiving partner, but that does not alter the fact of the offence having been committed. It would seem, therefore, that the conduct of the parties towards each other—their relations—cannot be excluded from the purview of the Court. Condonation precludes the party from complaining of the offence which has been condoned. The original offence may be revived by a subsequent offence. But that does not alter the position, for the subsequent offence may in its turn be likewise condoned. If this be so, what is the position of an adulterous wife whose adultery has been procured and connived at by the husband? How, in this aspect, does connivance differ from condonation? The husband is not only a passive onlooker, but an active participant in his wife's adultery. It is clear that he could not set up his wife's adultery in an answer to a plea for a judicial separation, if he had himself connived at it. The Court must intervene to refuse relief on the ground that the Ecclesiastical Courts would in no cases give relief to an adulterous wife. But this Court can do so, if adultery has been condoned, and, I think, can do so also if adultery has been connived at. The excuse for the wife would be far stronger if her adultery had been procured and connived at than if it had been merely condoned, and the moral obliquity in breach of the marriage tie be less grave. I think, therefore, that as the adultery in this case was procured and connived at, I am not precluded from exercising my discretion by the case of *Otway v. Otway*. As to discretion, in this case it has been proved that the husband has been guilty of gross and repeated acts of cruelty; he has kept her and her children in terror of his drunkenness and violence; he has refused to cohabit with his wife, and has actually ordered her to sleep in his own house with the co-respondent; and under those circumstances I consider that I am justified in granting to the wife the judicial separation for which she prays.—COUNSEL, for the petitioner, *Skinner*; for the respondent, *Tyndale*. SOLICITORS, for petitioner, *Jerome & Co.*; for respondent, *T. H. Horwood & Co.*

[Reported by C. G. TALBOT-PONSONBY, Barrister-at-Law.]

New Orders, &c.

The County Courts Vacation.

The office of any County Court may be closed during a period of not more than fourteen days in any part of August or September, 1919, unless otherwise ordered, but provision shall be made under the direction of the Judge for attendance at the office on such of those days, during such hours, and for such business as he may think necessary, in order to prevent inconvenience.

Nothing in this Order shall apply to the District Registries of Liverpool, Manchester, Preston and Ipswich.

9th May, 1919.

War Orders and Proclamations, &c.

The *London Gazette* of 25th April contains the following, in addition to matters printed below:—

1. An Order in Council, dated 25th April, for the amending the Exportation Prohibition Proclamation of 10th May, 1917, by deleting certain headings, and in restoring one of them—(A) Pens, other than split pens—in an altered form.
2. An Order in Council, dated 25th April, making a few additions to, and numerous removals from, the Statutory List under the Trading with the Enemy (Extension of Powers) Act, 1915.

The additions are as follows:—

- Denmark (1); Netherlands (2); Netherland East Indies (2).
3. A Foreign Office (Foreign Trade Department) Notice, dated 17th April, that certain names have been added to, and a name removed from, the list of persons, and bodies of persons, to whom articles to be exported to China may be consigned.

4. A further Notice that licences under the Non-Ferrous Metal Industry Act, 1918, have been granted to certain companies, firms and individuals. The present list includes five names.

The *London Gazette* of 25th April contains the following, in addition to matters printed below:—

5. A further Notice that licences under the Non-Ferrous Metal Industry Act have been granted to certain companies, firms and individuals. The present list contains fifteen names.

6. A Notice, that an Order has been made by the Board of Trade under the Trading with the Enemy Amendment Act, 1916, requiring another business to be wound up.

Orders in Council.

CLOSING OF THE STATUTORY LIST.

[Recitals.]

And whereas there was this day read at the Board a recommendation from the Secretary of State for Foreign Affairs to the effect that the Statutory List should be further varied as set forth in the Schedule hereto.

Now, therefore, Their Lordships, having taken the said recommendation into consideration, are pleased to order, and it is hereby ordered,

That the Statutory List be varied as set forth in the Schedule hereto.

25th April

SCHEDULE.

REMOVALS FROM LIST.

All names in:—

Africa,
America,

Asia, and
Europe.

[Gazette, 25th April.

PROHIBITION OF EXPORT.

[Recitals.]

And whereas there was this day read at the Board a recommendation from the Board of Trade to the following effect:—

That the articles indicated in the Proclamation of the 10th day of May, 1917, as amended and added to by subsequent Orders of Council, and by the Proclamations dated respectively the 18th day of December, 1918, and the 12th day of March, 1919, as being prohibited to be exported to all destinations in European and Asiatic Russia and in other foreign countries in Europe and on the Mediterranean, except France and French Possessions, Italy and Italian Possessions, Belgium, Portugal, Greece, Serbia, Roumania, Iceland and the Faroe Islands, Spain, Morocco, and Palestine and Syria as far north as a line from Alexandretta to Aleppo inclusive, and as far east as the Hejaz railway inclusive, Czechoslovakia, Alsace-Lorraine, and the portions of Austria-Hungary and territories on the left bank of the Rhine in the occupation of the Armies of the Associated Governments, and to all ports in any such foreign countries, should be prohibited to be exported to all destinations in European Russia and in other foreign countries in Europe and on the Mediterranean, except France and French possessions, Italy and Italian Possessions, Belgium, Portugal, Greece, Serbia, Roumania, Iceland and the Faroe Islands, Spain, Morocco, Palestine and Syria as far north as a line from Alexandretta to Aleppo inclusive, and as far east as the Hejaz railway inclusive, Czechoslovakia, Alsace-Lorraine, and the portions of Austria-Hungary and territories on the left bank of the Rhine in the occupation of the Armies of the Associated Governments, and to all ports in any such foreign countries.

Now, therefore, their Lordships, having taken the said recommendation into consideration, are pleased to order, and it is hereby ordered, that the same be approved.

25th April.

[Gazette, 25th April.

Foreign Office Notice.

REMOVAL OF RESTRICTIONS ON EXPORTS TO CHINA AND SIAM.

CHINA.

The following are added to the list of persons and bodies of persons to whom articles to be exported to China may be consigned:

ALL PERSONS AND FIRMS IN CHINA.

SIAM.

The following are added to the list of persons and bodies to whom articles to be exported to Siam may be consigned:

ALL PERSONS AND FIRMS IN SIAM.

25th April.

[Gazette, 25th April.

Ministry of Munitions Order.

THE SEEDS, OILS AND FATS (SUSPENSION) ORDER, 1919.

With reference to the following Orders made by the Minister of Munitions, namely, The Seeds, Oils and Fats Order, dated 1st May, 1917, The Seeds, Oils and Fats Order, dated 9th May, 1917, and The Seeds, Oils and Fats Order, dated 19th June, 1917, the Minister of Munitions hereby orders as follows:—

(1) The operation of the said Orders is hereby suspended as on and from the 30th April, 1919, until further notice.

(2) Such suspension shall not affect the previous operation of the said Orders or the validity of any action taken thereunder or the liability to any penalty or punishment in respect of any con-

travention or failure to comply with the said Orders prior to such suspension, or any proceeding or remedy in respect of such penalty or punishment.

(3) This Order may be cited as The Seeds, Oils and Fats (suspension) Order, 1919.

29th April.

Food Orders.

ORDER AMENDING THE SHIPS' STORES ORDER, 1917.

In exercise of the powers conferred upon him by the Defence of the Realm Regulations and of all other powers enabling him in that behalf, the Food Controller hereby orders that the Ships' Stores Order, 1917 [S. R. & O., No. 1235 of 1917] (hereinafter called the Principal Order), shall be amended as follows:—

1. Clause 6 of the Principal Order shall be deleted and the following clause shall be substituted therefor:—

"6. This Order shall not apply:—

- (a) to His Majesty's ships flying the White Ensign; or
- (b) to coasting ships within the meaning of the Customs Consolidation Act, 1876; or
- (c) to British or Allied ships, other than ships clearing for ports in Norway, Sweden, Denmark, Holland, Germany, or the Baltic; or
- (d) to such other ships or classes of ships as may from time to time be exempted by or under the authority of the Food Controller from the provisions of this Order; or
- (e) to the delivery or supply by any person of food not exceeding 10s. in value to any one person on any day or to the procuring by any one person of food not exceeding such value on any one day from one or more suppliers."

2. The following paragraph shall be added at the end of Clause 9 of the Principal Order:—

"The expression 'Allied ship' shall mean a ship of any of the following countries, namely, Belgium, France, Greece, Italy, Japan, Portugal, Roumania, and the United States of America."

3. Copies of the Principal Order hereafter to be printed under the authority of His Majesty's Stationery Office, shall be printed with the substitution and addition provided for by this Order, and the Principal Order shall on and after 1st April, 1919, be read and take effect as hereby amended.

31st March.

The following Food Orders have also been issued:—

Order amending the Potatoes (Consolidation) Order No. 2, 1918.

1st April.

Order amending the Live Stock (Sales) Order, 1918, as amended.

3rd April.

Dollar Securities.

The Treasury announce that as from the 28th of April no further purchases will be made by the American Dollar Securities Committee of securities held on deposit under Schemes A and B.

For the realization of securities by depositors the terms of Clause 4 of Scheme A and of that clause as applied to Scheme B under Treasury notice of 16th December, 1916, remain unchanged.

The Trial of the Kaiser and other War Criminals.

It is understood, says the *Times* (30th ult.), that the following clauses have been prepared by the Drafting Committee for insertion in the Peace Treaty:—

ARTICLE I.

The Allied and Associated Powers publicly arraign William II, of Hohenzollern, formerly German Emperor, not for an offence against criminal law, but for a supreme offence against international morality and the sanctity of treaties.

A special tribunal will be constituted to try the accused, thereby assuring him the guarantees essential to the right of defence. It will be composed of five Judges, one appointed by each of the following five Powers—namely, the United States of America, Great Britain, France, Italy, and Japan.

In its decision the tribunal will be guided by the highest motives of international policy, with a view to vindicating the solemn obligations of international undertakings and the validity of international morality. It will be its duty to fix the punishment which it considers should be imposed.

The Allied and Associated Powers will address a request to the Government of the Netherlands for the surrender to them of the ex-Emperor in order that he may be put on trial.

ARTICLE II.

The German Government not having ensured the punishment of the persons accused of having committed acts in violation of the laws and customs of war, such persons will be brought before military tribunals by the Allied and Associated Powers, and, if found guilty, sentenced to the punishments laid down by military law.

The German Government shall hand over to the Allied and Associated Powers, or to such one of them as shall so request, all persons accused of having committed an act in violation of the laws and customs of war, who are specified either by name or by the rank, office, or employment which they held under the German authorities.

ARTICLE III.

Persons guilty of criminal acts against the nationals of one of the Allied and Associated Powers will be brought before the military tribunals of that Power.

Persons guilty of criminal acts against the nationals of more than one of the Allied and Associated Powers will be brought before military tribunals composed of members of the military tribunals of the Powers concerned.

In every case the accused will be entitled to name his own counsel.

ARTICLE IV.

The German Government undertakes to furnish all documents and information of every kind, the production of which may be considered necessary to ensure the full knowledge of the incriminating acts, the discovery of the offenders, and the just appreciation of the responsibility.

Societies.

Law Clerks' Federation.

The first annual meeting of the National Federation of Law Clerks was held at the Law Institution, Chancery-lane, on 21st April.

Mr. P. F. Froud, in his presidential address, said the force behind the movement was the increase in the cost of living. He saw no reason why the principle of the Whitley Report should not be applied to the legal profession. Law clerks demanded increased facilities for becoming solicitors. He suggested that special facilities should be given to solicitors' clerks who had been employed for ten years in solicitors' offices.

A resolution was passed stating that law clerks generally were inadequately remunerated, and empowering the formation of a joint council to readjust and fix a minimum scale for all law clerks.

Mr. Peters (Cambridge), in moving a resolution to affiliate with other bodies, said that this would empower the Federation to join the Labour Party. If legislation were required to carry out some of their objects it would be essential to have some body behind them with Parliamentary influence.

The resolution was carried.

Moving a resolution to secure proper conditions for demobilized law clerks, Mr. D. Macduff, one of the secretaries, mentioned the case of a married man who had come back to 32s. 6d. a week, and of another who was told that his wages would be less, as he had lost an arm during the war.

It was agreed to take all possible steps to secure support for the necessary legislation to obtain for all clerks who had been continuously employed for ten years in solicitors' offices, exemption from preliminary examination, exemption from articles and stamp duty, and permission to take immediate and final examinations by stages. It was also decided to institute educational tests, and grant certificates of efficiency in the knowledge of law and practice.

United Law Society.

A meeting was held at the Middle Temple Common Room on Monday evening, 29th April. Mr. T. Haynes moved, "That in the opinion of this House it is desirable that a measure for the nationalisation of mines, should be carried through Parliament without delay." Mr. Sydnev Ashlev opposed. There also spoke: Messrs. C. H. Gurney, N. Tebbutt, S. F. Redfern, R. Walker, and H. V. Rabagliati. The motion was lost by four votes.

Union Society of London.

SESSION 1918-19.

The twenty-second meeting of the Society was held in the Middle Temple Common Room, on Wednesday, 30th April, 1919, at 8 p.m. The subject for debate was: "That this House views with alarm the Regulations for International Aviation." Opener: Mr. H. S. Nichols. Opposer: Mr. R. Holt. The motion was lost.

The League of Nations.

The Covenant of the League.

The following is the Revised Text of the League of Nations Covenant:—

PREAMBLE.

In order to promote international co-operation and to achieve international peace and security by the acceptance of obligations not to resort to war, by the prescription of open, just and honourable relations between nations, by the firm establishment of the undertakings of international law as the actual rule of conduct among Governments, and by the maintenance of justice and a scrupulous respect for all treaty obligations in the dealings of organized peoples with one another, the High Contracting Parties agree to this Covenant of the League of Nations.

ARTICLE I.

The original Members of the League of Nations shall be those of the Signatories which are named in the Annex to this Covenant and also such of those other States named in the Annex as shall accede without reservation to this Covenant. Such accession shall be effected by a Declaration deposited with the Secretariat within two months of the coming into force of the Covenant. Notice thereof shall be sent to all other Members of the League.

Any fully self-governing State, Dominion, or Colony not named in the Annex may become a Member of the League if its admission is agreed to by two-thirds of the Assembly, provided that it shall give effective guarantees of its sincere intention to observe its international obligations, and shall accept such regulations as may be prescribed by the League in regard to its military and naval forces and armaments.

Any Member of the League may, after two years' notice of its intention so to do, withdraw from the League, provided that all its international obligations and all its obligations under this Covenant shall have been fulfilled at the time of its withdrawal.

ARTICLE II.

The action of the League under this Covenant shall be effected through the instrumentality of an Assembly and of a Council, with a permanent Secretariat.

ARTICLE III.

The Assembly shall consist of Representatives of the Members of the League.

The Assembly shall meet at stated intervals and from time to time as occasion may require at the Seat of the League, or at such other place as may be decided upon.

The Assembly may deal at its meetings with any matter within the sphere of action of the League or affecting the peace of the world.

At meetings of the Assembly each Member of the League shall have one vote, and may have not more than three Representatives.

ARTICLE IV.

The Council shall consist of Representatives of the United States of America, of the British Empire, of France, of Italy and of Japan, together with Representatives of four other Members of the League. These four Members of the League shall be selected by the Assembly from time to time in its discretion. Until the appointment of the Representatives of the four Members of the League first selected by the Assembly, Representatives of Belgium, Brazil, Greece and Spain shall be members of the Council.

With the approval of the majority of the Assembly, the Council may name additional Members of the League whose Representatives shall always be members of the Council; the Council with like approval may increase the number of Members of the League to be selected by the Assembly for representation on the Council.

The Council shall meet from time to time as occasion may require, and at least once a year, at the Seat of the League, or at such other place as may be decided upon.

The Council may deal at its meetings with any matter within the sphere of action of the League or affecting the peace of the world.

Any Member of the League not represented on the Council shall be invited to send a Representative to sit as a member at any meeting of the Council during the consideration of matters specially affecting the interests of that Member of the League.

At meetings of the Council each Member of the League represented on the Council shall have one vote, and may have not more than one Representative.

ARTICLE V.

Except where otherwise expressly provided in this Covenant, or by the terms of this treaty, decisions at any meeting of the Assembly or of the Council shall require the agreement of all the Members of the League represented at the meeting.

All matters of procedure at meetings of the Assembly or of the Council, including the appointment of Committees to investigate particular matters, shall be regulated by the Assembly or by the Council, and may be decided by a majority of the Members of the League represented at the meeting.

The first meeting of the Assembly and the first meeting of the Council shall be summoned by the President of the United States of America.

ARTICLE VI.

The permanent Secretariat shall be established at the Seat of the League. The Secretariat shall comprise a Secretary General and such secretaries and staff as may be required.

The first Secretary General shall be the person named in the Annex; thereafter the Secretary General shall be appointed by the Council with the approval of the majority of the Assembly.

The secretaries and the staff of the Secretariat shall be appointed by the Secretary General with the approval of the Council.

The Secretary General shall act in that capacity at all meetings of the Assembly and of the Council.

The expenses of the Secretariat shall be borne by the Members of the League in accordance with the apportionment of the expenses of the International Bureau of the Universal Postal Union.

ARTICLE VII.

The Seat of the League is established at Geneva.

The Council may at any time decide that the Seat of the League shall be established elsewhere.

All positions under or in connection with the League, including the Secretariat, shall be open equally to men and women.

Representatives of the Members of the League and officials of the League when engaged on the business of the League shall enjoy diplomatic privileges and immunities.

The buildings and other property occupied by the League or its officials or by Representatives attending its meetings shall be inviolable.

ARTICLE VIII.

The Members of the League recognize that the maintenance of peace requires the reduction of national armaments to the lowest point consistent with national safety and the enforcement by common action of international obligations.

The Council, taking account of the geographical situation and circumstances of each Member of the League, shall formulate plans for such reduction for the consideration and action of the several Governments.

Such plans shall be subject to reconsideration and revision at least every ten years.

After these plans shall have been adopted by the several Governments, the limits of armaments therein fixed shall not be exceeded without the concurrence of the Council.

The Members of the League agree that the manufacture by private enterprise of munitions and implements of war is open to grave objections. The Council shall advise how the evil effects attendant upon such manufacture can be prevented, due regard being had to the necessities of those Members of the League which are not able to manufacture the munitions and implements of war necessary for their safety.

The Members of the League undertake to interchange full and frank information as to the scale of their armaments, their military and naval programmes, and the condition of such of their industries as are adaptable to war-like purposes.

ARTICLE IX.

A permanent Commission shall be constituted to advise the Council on the execution of the provisions of Articles I. and VIII. and on military and naval questions generally.

ARTICLE X.

The Members of the League undertake to respect and preserve as against external aggression the territorial integrity and existing political independence of all Members of the League. In case of any such aggression or in case of any threat or danger of such aggression the Council shall advise upon the means by which this obligation shall be fulfilled.

ARTICLE XI.

Any war or threat of war, whether immediately affecting any Members of the League or not, is hereby declared a matter of concern to the whole League, and the League shall take any action that may be deemed wise and effectual to safeguard the peace of nations. In case any such emergency should arise, the Secretary General shall, on the request of any Member of the League, forthwith convene a meeting of the Council.

It is also declared to be the friendly right of each Member of the League to bring to the attention of the Assembly or of the Council any circumstance whatever affecting international relations which threatens to disturb international peace or the good understanding between nations upon which peace depends.

ARTICLE XII.

The Members of the League agree that if there should arise between them any dispute likely to lead to a rupture, they will submit the matter either to arbitration or to inquiry by the Council, and they agree in no case to resort to war until three months after the award by the arbitrators or the report by the Council.

In any case under this Article the award of the arbitrators shall be made within a reasonable time, and the report of the Council shall be made within six months after the submission of the dispute.

ARTICLE XIII.

The Members of the League agree that whenever any dispute shall arise between them which they recognize to be suitable for submission to arbitration and which cannot be satisfactorily settled by diplomacy, they will submit the whole subject-matter to arbitration.

Disputes as to the interpretation of a treaty, as to any question of international law, as to the existence of any fact which if established would constitute a breach of any international obligation, or as to the extent and nature of the reparation to be made for any such breach, are declared to be among those which are generally suitable for submission to arbitration.

For the consideration of any such dispute the court of arbitration to which the case is referred shall be the court agreed on by the parties to the dispute or stipulated in any convention existing between them.

The Members of the League agree that they will carry out in full good faith any award that may be rendered, and that they will not resort to war against a Member of the League which complies therewith. In the event of any failure to carry out such an award the Council shall propose what steps should be taken to give effect thereto.

ARTICLE XIV.

The Council shall formulate and submit to the Members of the League for adoption plans for the establishment of a Permanent Court of International Justice. The Court shall be competent to hear and determine any dispute of an international character which the parties thereto submit to it. The Court may also give an advisory opinion upon any dispute or question referred to it by the Council or by the Assembly.

ARTICLE XV.

If there should arise between Members of the League any dispute

likely to lead to a rupture, which is not submitted to arbitration as above, the Members of the League agree that they will submit the matter to the Council. Any party to the dispute may effect such submission by giving notice of the existence of the dispute to the Secretary General, who will make all necessary arrangements for a full investigation and consideration thereof.

For this purpose the parties to the dispute will communicate to the Secretary General, as promptly as possible, statements of their case with all the relevant facts and papers, and the Council may forthwith direct the publication thereof.

The Council shall endeavour to effect a settlement of the dispute, and if such efforts are successful, a statement shall be made public giving such facts and explanations regarding the dispute and the terms of settlement thereof as the Council may deem appropriate.

If the dispute is not thus settled, the Council either unanimously or by a majority vote shall make and publish a report containing a statement of the facts of the dispute and the recommendations which are deemed just and proper in regard thereto.

Any Member of the League represented on the Council may make public a statement of the facts of the dispute and of its conclusions regarding the same.

If a report by the Council is unanimously agreed to by the members thereof other than the Representatives of one or more of the parties to the dispute, the Members of the League agree that they will not go to war with any party to the dispute which complies with the recommendations of the report.

If the Council fails to reach a report which is unanimously agreed to by the members thereof, other than the representatives of one or more of the parties to the dispute, the Members of the League reserve to themselves the right to take such action as they shall consider necessary for the maintenance of right and justice.

If the dispute between the parties is claimed by one of them, and is found by the Council to arise out of a matter which by international law is solely within the domestic jurisdiction of that party, the Council shall so report, and shall make no recommendation as to its settlement.

The Council may in any case under this Article refer the dispute to the Assembly. The dispute shall be so referred at the request of either party to the dispute, provided that such request be made within fourteen days after the submission of the dispute to the Council.

In any case referred to the Assembly all the provisions of this Article and of Article XII, relating to the action and powers of the Council shall apply to the action and powers of the Assembly, provided that a report made by the Assembly if concurred in by the Representatives of those Members of the League represented on the Council and of a majority of the other Members of the League, exclusive in each case of the Representatives of the parties to the dispute, shall have the same force as a report by the Council concurred in by all the members thereof other than the Representatives of one or more of the parties to the dispute.

ARTICLE XVI.

Should any Member of the League resort to war in disregard of its covenants under Articles XII., XIII., or XV., it shall *ipso facto* be deemed to have committed an act of war against all other Members of the League, which hereby undertake immediately to subject it to the severance of all trade or financial relations, the prohibition of all intercourse between their nationals and the nationals of the covenant-breaking Member of the League, and the prevention of all financial, commercial, or personal intercourse between the nationals of the covenant-breaking Member of the League and the Nationals of any other State, whether a Member of the League or not.

It shall be the duty of the Council in such case to recommend to the several Governments concerned what effective military or naval force the Members of the League shall severally contribute to the armed forces to be used to protect the covenants of the League.

The Members of the League agree, further, that they will mutually support one another in the financial and economic measures which are taken under this Article, in order to minimise the loss and inconvenience resulting from the above measures, and that they will mutually support one another in resisting any special measures aimed at one of their number by the covenant-breaking Member of the League, and that they will take the necessary steps to afford passage through their territory to the forces of any of the Members of the League which are co-operating to protect the covenants of the League.

Any Member of the League which has violated any covenant of the League may be declared to be no longer a Member of the League by a vote of the Council concurred in by the Representatives of all the other Members of the League represented thereon.

ARTICLE XVII.

In the event of a dispute between a Member of the League and a State which is not a Member of the League, or between States not Members of the League, the State or States not Members of the League shall be invited to accept the obligations of membership in the League for the purposes of such dispute, upon such conditions as the Council may deem just. If such invitation is accepted, the provisions of Articles XII. to XVI. inclusive shall be applied with such modifications as may be deemed necessary by the Council.

Upon such invitation being given the Council shall immediately institute an inquiry into the circumstances of the dispute and recommend such action as may seem best and most effectual in the circumstances.

If a State so invited shall refuse to accept the obligations of membership in the League for the purposes of such dispute, and shall resort to war against a Member of the League, the provisions of Article XVI. shall be applicable as against the State taking such action.

If both parties to the dispute when so invited refuse to accept the obligations of membership in the League for the purposes of such dispute, the Council may take such measures and make such recommendations as will prevent hostilities and will result in the settlement of the dispute.

ARTICLE XVIII.

Every treaty or international engagement entered into hereafter by any Member of the League, shall be forthwith registered with the Secretariat and shall as soon as possible be published by it. No such treaty or international engagement shall be binding until so registered.

ARTICLE XIX.

The Assembly may from time to time advise the reconsideration by Members of the League of treaties which have become inapplicable and the consideration of international conditions whose continuance might endanger the peace of the world.

ARTICLE XX.

The Members of the League severally agree that this Covenant is accepted as abrogating all obligations or understandings *inter se* which are inconsistent with the terms thereof, and solemnly undertake that they will not hereafter enter into any engagements inconsistent with the terms thereof.

In case any Member of the League shall, before becoming a Member of the League, have undertaken any obligations inconsistent with the terms of this Covenant, it shall be the duty of such Member to take immediate steps to procure its release from such obligations.

ARTICLE XXI.

Nothing in this Covenant shall be deemed to affect the validity of international engagements such as treaties of arbitration or regional understandings like the Monroe Doctrine for securing the maintenance of peace.

ARTICLE XXII.

To those colonies and territories which as a consequence of the late war have ceased to be under the sovereignty of the States which formerly governed them and which are inhabited by peoples not yet able to stand by themselves under the strenuous conditions of the modern world, there should be applied the principle that the well-being and development of such peoples form a sacred trust of civilisation and that securities for the performance of this trust should be embodied in this Covenant.

The best method of giving practical effect to this principle is that the tutelage of such peoples should be entrusted to advanced nations who by reason of their resources, their experience or their geographical position, can best undertake this responsibility, and who are willing to accept it, and that this tutelage should be exercised by them as Mandatories on behalf of the League.

The character of the mandate must differ according to the stage of the development of the people, the geographical situation of the territory, its economic conditions and other similar circumstances.

Certain communities formerly belonging to the Turkish Empire have reached a stage of development where their existence as independent nations can be provisionally recognised subject to the rendering of administrative advice and assistance by a Mandatory until such time as they are able to stand alone. The wishes of these communities must be a principal consideration in the selection of the Mandatory.

Other peoples, especially those of Central Africa, are at such a stage that the Mandatory must be responsible for the administration of the territory under conditions which will guarantee freedom of conscience or religion, subject only to the maintenance of public order and morals, the prohibition of abuses such as the slave trade, the arms traffic and the liquor traffic, and the prevention of the establishment of fortifications or military and naval bases and of military training of the natives for other than police purposes and the defence of territory, and will also secure equal opportunities for the trade and commerce of other Members of the League.

There are territories, such as South-west Africa and certain of the South Pacific Islands, which, owing to the sparseness of their population, or their small size, or their remoteness from the centres of civilisation, or their geographical contiguity to the territory of the Mandatory, and other circumstances, can be best administered under the laws of the Mandatory as integral portions of its territory, subject to the safeguards above-mentioned in the interests of the indigenous population.

In every case of mandate, the Mandatory shall render to the Council an annual report in reference to the territory committed to its charge.

The degree of authority, control, or administration to be exercised by the Mandatory shall if not previously agreed upon by the Members of the League be explicitly defined in each case by the Council.

A permanent Commission shall be constituted to receive and examine the annual reports of the Mandatories and to advise the Council on all matters relating to the observance of the mandates.

ARTICLE XXIII.

Subject to and in accordance with the provisions of international conventions existing or hereafter to be agreed upon, the Members of the League

(a) will endeavour to secure and maintain fair and humane conditions of labour for men, women and children both in their own

countries and in all countries to which their commercial and industrial relations extend, and for that purpose will establish and maintain the necessary international organisations;

(b) undertake to secure just treatment of the native inhabitants of territories under their control.

(c) will entrust the League with the general supervision over the execution of agreements with regard to the traffic in women and children, and the traffic in opium and other dangerous drugs;

(d) will entrust the League with the general supervision of the trade in arms and ammunition with the countries in which the control of this traffic is necessary in the common interest;

(e) will make provision to secure and maintain freedom of communications and of transit and equitable treatment for the commerce of all Members of the League. In this connection, the special necessities of the regions devastated during the war of 1914-1918 shall be borne in mind;

(f) will endeavour to take steps in matters of international concern for the prevention and control of disease.

ARTICLE XXIV.

There shall be placed under the direction of the League all international bureaux already established by general treaties if the parties to such treaties consent. All such international bureaux and all commissions for the regulation of matters of international interest hereafter constituted shall be placed under the direction of the League.

In all matters of international interest which are regulated by general conventions but which are not placed under the control of international bureaux or commissions, the Secretariat of the League shall, subject to the consent of the Council and if desired by the parties, collect and distribute all relevant information and shall render any other assistance which may be necessary or desirable.

The Council may include as part of the expenses of the Secretariat the expenses of any bureau or commission which is placed under the direction of the League.

ARTICLE XXV.

The Members of the League agree to encourage and promote the establishment and co-operation of duly authorized voluntary national Red Cross organizations having as purposes the improvement of health, the prevention of disease, and the mitigation of suffering throughout the world.

ARTICLE XXVI.

Amendments to this Covenant will take effect when ratified by the Members of the League whose Representatives compose the Council and by a majority of the Members of the League whose Representatives compose the Assembly.

No such amendment shall bind any Member of the League which signifies its dissent therefrom, but in that case it shall cease to be a Member of the League.

ANNEX TO THE COVENANT.

1. Original Members of the League of Nations. Signatories of the Treaty of Peace.

United States of America.	Cuba.	Liberia.
Belgium.	Czecho-Slovakia.	Nicaragua.
Bolivia.	Ecuador.	Panama.
Brazil.	France.	Peru.
British Empire.	Greece.	Poland.
Canada.	Guatemala.	Portugal.
Australia.	Haiti.	Roumania.
South Africa.	Hedjaz.	Serbia.
New Zealand.	Honduras.	Siam.
India.	Italy.	Uruguay.
China.	Japan.	

States Invited to Accede to the Covenant.

Argentine Republic.	Norway.	Spain.
Chili.	Paraguay.	Sweden.
Colombia.	Persia.	Switzerland.
Denmark.	Salvador.	Venezuela.
Netherlands.		

2. First Secretary General of the League of Nations. The Hon. Sir James Eric Drummond.

Changes at Scotland Yard.

The Home Secretary has arranged for the Special Service Branch at Scotland Yard to be formed into a separate organisation under Mr. Basil Thomson, the Assistant Commissioner of the Criminal Investigation Department, while Mr. F. T. Bigham will in future have charge of the Criminal Investigation Department.

Up to the present the Director of Criminal Investigation has had charge of both the Special Service Branch and the Criminal Branch. During the war the work of the Special Service Branch has been greatly extended. It became a kind of maid-of-all-work for every public department, and its records, if they were ever published, would make most interesting reading. Mr. Thomson has been in control of the Special Branch as well as of the Criminal Investigation work for the last five years.

The Special Service Branch, which will have its headquarters at

Scotland House, on the Embankment, has some awkward problems to face in the near future. One of the first things with which it will have to concern itself will be the position brought about by the present general situation in Europe. It will have to deal with the efforts which Bolsheviks are expected to make to gain an entry into this country. The Aliens question generally, which may be expected to present problems bristling with difficulties, will also be dealt with by the Special Service Branch.

Postage Rates for Places Abroad.

The Postmaster-General calls attention to the fact that correspondence addressed to places abroad (particularly the Colonies, the United States, France and Belgium) is often insufficiently prepaid. Underpaid correspondence has to undergo special treatment which may, in some cases, result in the loss of a mail, and the addressee has to pay double the deficient postage.

Particular attention is therefore called to the fact that the rate of postage on letters for British Possessions generally, Egypt and the United States of America is now 1½d. for the first ounce and 1d. for each succeeding ounce, and on letters for all other destinations abroad 2½d. for the first ounce and 1½d. for each succeeding ounce. As an exception to these rates, letters for his Majesty's ships abroad and for members of his Majesty's Forces abroad are transmissible at the rate of 1d. per ounce.

The postage on postcards for all destinations abroad, including those for his Majesty's ships and his Majesty's Forces, is 1d. each.

The postage on newspapers for all destinations abroad is ½d. per 2 oz., with the exception of British newspapers, magazines, and trade journals, registered for transmission by magazine post, and intended for dispatch to Canada or Newfoundland by direct packet, on which the rates are—up to 2 oz., ½d.; 2 oz. to 6 oz., 1d.; 6 oz. to 1½ lb., 1½d.; over 1½ lb., ½d. per 8 oz.

The Chancellor of the Exchequer on the Land Values Duties.

We take from the *Times* the following report of the passage in Mr. Austen Chamberlain's Budget speech on Wednesday dealing with the land values duties:—I do not need to remind the Committee that at the time of their birth the land values duties were the subject of fierce and prolonged debate, and as fate would have it the Prime Minister and I took opposite sides. There is a certain delicacy in a Chancellor of

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the Exchequer touching the handiwork of his existing chief, and it is not made easier if the Chancellor of the Exchequer before being a Minister serving under the Prime Minister was one of his most active opponents, but fortunately on this occasion I have the benefit of the advice of the Prime Minister instead of having to fear his opposition. And I am glad to be relieved of that by at once stating that the Prime Minister and myself no less than the rest of our colleagues in the Government are entirely agreed as to the course that ought to be pursued. Hon. members interested in this subject know that from the first the Revenue yield of these duties has been disappointing, but that is not all, and it is not the worst. For one reason and another, in consequence in part perhaps of the original character of the taxes, in part to the inherent difficulties of attempting at one and the same moment to carry out all over the country a new and unparalleled valuation and simultaneously to raise revenue upon it, and in part, and in no small part, owing to decisions of the Courts, the legal propriety of which I must not be thought for a moment to question, the tax by now has become unworkable. In certain cases duty is declared to be leviable in circumstances in which Parliament never intended to exact it, and in which admittedly it would be unfair and contrary to the public interest to levy it, and legislation to reverse that judgment was only held up in consequence of the outbreak of war. In other cases the taxes, owing to other decisions, cannot be levied, nor can even a valuation be made upon which any tax can be levied. The result is, as I say, that the taxes in their present form are unworkable; they must either be amended or repealed. They cannot be left indefinitely as they are.

But if I were to attempt the task of amendment or repeal at this moment in the present divided state of public opinion on the subject, and in the absence of full knowledge as to the facts of the case, I should be inviting, as we hope, on the eve of the conclusion of peace, a recrudescence of all the old controversies which we have forgotten during the war. Under the circumstances the Prime Minister and I join in recommending to the Cabinet that before action is taken the present position of the duties should be referred to a Select Committee of this House in order that they may explore it, and may recommend a course of action in regard to it. We hope that such a careful inquiry, before which all parties can be heard, may secure something in the nature of common agreement as to the best course to pursue in future.

It is fair that I should add that whilst neither the Prime Minister nor I wish to prejudice nor to have attempted to prejudice the judgment which such a Committee might form upon the duties or upon any taxation which may be introduced in their place, we both think it is of importance that there should be a trustworthy valuation of the land of the country available for public purposes wherever it is required.

Secret Diplomacy.

Dr. A. Pearce Higgins, C.B.E., Lecturer in Law of Clare College, Cambridge, and Lecturer on International Law at the Royal Naval War College, says the *Times*, delivered last Monday the first of a course of nine lectures at the London School of Economics on "Diplomatic Agents: Their Privileges and Duties."

The lecturer dealt with diplomacy as the science and art of negotiation. He said that permanent legations did not exist until the seventeenth century. Venice was perhaps the earliest of the States to organise a diplomatic body, and Louis XI. also had agents. By the end of the seventeenth century permanent legations were found in nearly all the leading Courts of Europe. The growth of the modern law relating to diplomatic agents and their status dated from that time.

In a reference to secret diplomacy the lecturer said a good deal had been written and said in the last few years on the subject, but he did not know that all who used the term were agreed on the meaning to be attributed to it. President Wilson, in his famous speech to Congress, when he outlined his programme for a world peace and his fourteen points, referred to open covenants of peace and stated that "diplomacy should proceed always frankly and in the public view." That phrase had been interpreted by some people as meaning that negotiations should be conducted as openly as the correspondence in newspapers, and that all negotiations should be constantly laid before the Legislatures of the States engaged in them. The expression could hardly have that meaning. It must be obvious that no business, least of all the affairs of State, could be conducted like newspaper correspondence. Secret treaties had in the past—and in the not too far past—often provoked grave apprehension at very critical periods, and they were to be deprecated on general principles.

Sir Eric Drummond.

A correspondent of the *Times* (30th ult.) gives the following appreciation of the first Secretary-General of the League of Nations:—

No more appropriate appointment than that of Sir Eric Drummond could have been made for the post of Secretary-General to the League of Nations.

Sir Eric Drummond is well qualified both by the official experience which he has gained in the variety of posts which he has occupied in a distinguished career at the Foreign Office as well as by his well-known sympathies for and understanding of new ideas and concep-

tions. He has graduated in the school of such statesmen as Lord Grey, Mr. Asquith and Mr. Balfour. He has also had a long and intimate acquaintance of the House of Commons, and he has always shown a great willingness to entertain and, if necessary, promote new ideas and new men.

It would have been difficult to discover any man in the public service so well suited for the new post, because, apart from his distinguished career as a public servant, he has always been a keen supporter of the League of Nations idea.

His intimate acquaintance with foreign affairs, and above all with American affairs, will be of great assistance to him in starting the machinery of the new League and giving it the benefit of his long and wide experience as well as of his good, sound judgment, on which his chiefs have always been able to rely with the utmost confidence without ever being disappointed.

Obituary.

Sir Frank Crisp.

We regret to announce the death of Sir FRANK CRISP, Bart., senior partner in the firm of Ashurst, Morris, Crisp & Co., solicitors, Throgmorton-avenue, E.C., in his seventy-seventh year.

Sir Frank was the only child of John Shalders Crisp and Harriet, only daughter of John Child, of Bungay, Suffolk, the opponent of church rates. He was educated privately and at University College School. He was LL.B. and B.A. of the University of London, and was admitted a solicitor in 1869. His profession was also his pleasure, and though reputed to be a very wealthy man, he was constantly at work, and was at his office down to a few days ago.

A great authority on company law, he was a member of the Board of Trade Committee appointed in connection with the Amendment of Companies Act. His unrivalled knowledge of this branch of law led to his services being in great request, and his firm acts for an exceptionally large number of City companies.

Sir Frank was almost as well known for his knowledge of rock gardening as of law, and to the last was keenly interested in horticulture and microscopy. From 1878 to 1889 he was honorary secretary of the Royal Microscopical Society, and from 1881 to 1906 vice-president and treasurer of the Linnean Society of London. At Friar Park, Henley-on-Thames, Sir Frank Crisp kept one of the finest gardens in England, beneath which were excavated passages, electrically lighted, containing various objects of interest.

He was made a baronet in 1915; his heir is his son, Mr. Frank Crisp, who was born on 13th March, 1872.

Legal News.

Changes in Partnerships.

Dissolutions.

JOHN CLARE GASKELL and GEOFFREY WHITTALL GASKELL, Solicitors (Gaskell & Co.), 100, St. Mary-street, Cardiff. December 31.

[*Gazette*, April 25.

GEORGE TILLING and PERCY ALFRED KNIGHT, Solicitors (George Tilling & Knight), 146, Bishopsgate-street, E.C. 2. March 31. The said Percy Alfred Knight will continue to carry on the said business under the present style or firm of George Tilling & Knight at the same address.

[*Gazette*, April 29.

General.

The Secretary of the War Office announces that the Military Courts-Martial Committee, of which Mr. Justice Darling is chairman, has been holding sittings regularly during the legal vacation, and is still engaged in hearing witnesses.

The following gentlemen, who have been recently appointed to be King's Counsel, were called within the Bar on Tuesday:—Mr. Arthur Godfrey Roby, Mr. George Frederick Lloyd Mortimer, and the Hon. Edward Evan Charteris.

In the House of Commons, on Wednesday, Mr. Baldwin, Joint Financial Secretary to the Treasury, replying to Lieutenant-Colonel Sir J. Norton-Griffiths, stated that the nominal value of securities bought for the purpose of maintaining foreign exchange was approximately £223,390,000, and the nominal value of securities deposited under the Treasury schemes was approximately £404,000,000. It had not been necessary to use all these securities.

At the sitting of the Probate Division Court on Wednesday, Mr. Justice Coleridge, addressing Mr. Bayford, K.C., said: Partly on account of the war and partly on account of the Poor Persons Rules, there has been a tremendous influx of cases in this Court. I think that you, as leader of the Court, should know, and I think that the public ought to know, the quantity of work that is being done, and how much help we need. On 1st December last I began in this Court to hear divorce cases, and I have just disposed of the thousandth case. Mr. Bayford: Your Lordship has got through the work most expeditiously. Mr. Justice Coleridge: I think that I may add that I am nothing like keeping pace with the number of cases that are coming in.

The protest against the proposal to make a road over the Styhead Pass, in the Lake District, which has been organized by the Holiday Fellowship, has received nearly 5,000 signatures, and will be presented to the Cumberland County Council at their meeting on 2nd May. There would have been no difficulty, say the promoters of the protest, in securing ten times this number of signatures, had time permitted. They suggest that post-cards of protest should be sent to the chairman of the Cumberland County Council, Council Offices, Carlisle.

Mr. Justice Ivory, at the Central Criminal Court, on Wednesday, after the conclusion of a trial, said they had just obviated the necessity of providing accommodation for the jury for the night. On a recent occasion when it was necessary for a jury to be detained for the night, they were accommodated in that building (the Session House, Old Bailey), owing to the impossibility of finding room in an hotel. Having regard to that fact, he wished to recommend to those who had jurisdiction—he believed the City Lands Committee of the Corporation—that they should consider the advisability of making some permanent arrangement in that building, so that when such an occasion arose the jury would find room there.

In the House of Commons, on Tuesday, Dr. Addison, President of the Local Government Board, replying to Mr. Clough, said: Up to the present 989 housing schemes have been submitted by local authorities. It is estimated that the sites included in these schemes will provide for more than 140,000 houses. I am circulating a White Paper containing an estimate of the State liability. Dr. Addison, answering Major Prescott, said: I am informed that proposals were submitted to the conference of county and local authorities in Greater London for the appointment of a joint committee to formulate a joint housing scheme for Greater London, and that these proposals, with minor modifications, were adopted by a majority. An amendment to the effect that the proposed joint committee should have advisory and consultative functions only was moved on behalf of the London County Council, but was lost by eighty-one votes to twenty-four. My Department will take all practicable steps to secure co-ordination in the preparation of housing schemes for the Greater London area, and I need hardly say that I am fully alive to the importance of close collaboration for this purpose with the Ministry of Ways and Communications.

At the Mansion House, on 26th April, before the Lord Mayor, Mr. Arthur Henry Brandt and Mr. Walter Edward Hale were each ordered to pay a fine of £3 3s. and £2 2s. costs, on a summons, issued at the instance of the Board of Trade, under the Registration of Business Names Act, 1916, for sending to the Controller-General, Department of Overseas Trade (Development and Intelligence), Basinghall-street, a letter in which the business name appeared and in which the nationality of origin of Mr. Arthur Henry Brandt was not mentioned. The defendants are partners of the firm of Arthur H. Brandt and Co., merchant bankers, Lime-street. Mr. Roland Burrows appeared for the Board of Trade. Mr. J. N. Buchanan, for the defence, said that the firm believed that they had fully complied with the requirements of the Act in every respect. Directly they were informed that the letter paper should state the nationality of origin of Mr. Arthur Henry Brandt they had the necessary alteration made, and it now stated that he was of British-Russian origin. The omission was entirely accidental. Mr. Brandt was the only member of the firm who was not of British origin. All his three sons had been serving in the British Army during the war.

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM, STORR & SONS (LIMITED)**, 26, King-street, Covent-garden, W.C. 2, the well-known valuers and chattel auctioneers (established over 100 years), have a staff of Expert Valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-à-brac, a speciality. —[ADVT.]

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 1.	Mr. Justice EYE.	Mr. Justice SARGANT.
Monday May 5	Mr. Borror	Mr. Ploxam	Mr. Jolly	Mr. Syge
Tuesday	Goldschmidt	Borror	Syge	Bloxam
Wednesday	Leach	Goldschmidt	Bloxam	Borror
Thursday May 8	Church	Leach	Borror	Goldschmidt
Friday	Farmer	Church	Leach	Church
Saturday	Jolly	Farmer	Leach	Church

Date.	Mr. Justice ARTHUR.	Mr. Justice YOUNGER.	Mr. Justice PETERSON.	Mr. Justice P. O. LAWRENCE.
Monday May 5	Mr. Farmer	Mr. Church	Mr. Leach	Mr. Goldschmidt
Tuesday	Jolly	Farmer	Church	Leach
Wednesday	Syge	Jolly	Farmer	Church
Thursday May 8	Bloxam	Syge	Jolly	Farmer
Friday	Borror	Bloxam	Syge	Jolly
Saturday	Goldschmidt	Borror	Bloxam	Syge



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COURT OF APPEAL.

EASTER SITTINGS, 1919.

The Appeals or other business proposed to be taken will, from time to time, be announced in the Daily Cause List.

FROM THE CHANCERY DIVISION.

Judgment Reserved.
(General List.)

Attorney-Gen v Cory Bros & Co Ltd & ors
Kennard & ors v Cory Bros & Co Ltd (c a v March 3) (Heard before the Master of the Rolls and Scrutton LJJ and Eve J)

FROM THE CHANCERY DIVISION. THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (PROBATE AND DIVORCE), AND THE COUNTY PALATINE AND STANNARIES COURTS.

(General List.)
1919.

Marwaid v Attorney-Gen
Levy v Doh
Patent Castings Syndicate Ltd v Etherington
Croft S G v William F Blay Ltd
Harding v Vivian
In the Matter of the Trusts of the Will of W M Fawcett dec Fawcett & ors v Fawcett & ors
In re W D James dec Forbes & anr v James & ors

FROM THE CHANCERY DIVISION.

(Interlocutory List.)

1919.

Aktiengesellschaft Für Autogene Aluminium Schweißung v The London Aluminium Co Ltd

FROM THE PROBATE AND DIVORCE DIVISION.

(Final and New Trial List.)

1919.

Divorce Everett E (Petur) v Everett L S (Resp)

FROM THE KING'S BENCH DIVISION.

(In Bankruptcy.)

In re A Sokoloff (expte The Debtor v The Official Receiver)

In re A Debtor (expte The Debtor v The Petitioning Creditor & The Official Receiver)

In re G E Heyl (expte The Bankrupt v The Official Receiver The Trustee & Petitioning Creditors)

Appeals in Bankruptcy Standing in the "Abated" List.

FROM THE KING'S BENCH DIVISION.

(In Bankruptcy.)

In re J F P Yeatman (expte Henry Miller v The Trustee & The Debtor) (Standing over as to costs only from Jan 14, 1916)

In re A Debtor (expte the Debtor) No. 224 of 1916 (On the 14/7/16 the C A discharged the Receiving Order and stayed proceedings for six months, notice to Petitioner of any other petition Costs of appeal, costs in petition, liberty to restore, deposit to remain in Court)

In re A Debtor (expte The Debtor) No 246 of 1917 (On the 12/7/18 the C A ordered this appl to s o generally with liberty to any of the parties to apply to the C A to restore appl on two clear days' notice)

FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

Judgments Reserved.

The Ellerman Lines Ltd v H & G Grayson Ltd (c a v March 28) (Heard before Bankes, Duke & Atkin LJJ)

Wild v Simpson (c a v April 10) (Heard before Bankes, Duke & Atkin LJJ)

FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

1915.

Parson v Nesbitt (s o notice of death of Deft)
Norman v Brooke (s o for Attorney-Gen)

1918.
Walsh v Salberg (Receiving Order made against Applt)
Weiss Biheller & Brooke Id (Applts) v Richard Farmer (s o case to be amended)
Selby-Lowndes v Selby-Lowndes (s o generally)
Hedley-Stewart v Byng & ors

1919.
Goad Rigg & Co v Harry Sutherland & Son
In the Matter of the Petition of Right The Britain Steamship Co Id v The King
British India Steam Navigation Co Id v Green & ors
British India Steam Navigation Co Id v Green & ors
Konig v Mallinson
Stevens & anr v Mablethorpe Urban District Council
Niger Co Id v Yorkshire Insce Co
Bury W (trading as W Bury & Co) v Abel, Buckley and Co Id
Williams v The Curzon Syndicate Id
Crumb v A Goodwin (trading as Alfred Goodwin & Co)
Holtam v Rees
H M Bathgate & Co v Letricheux & David Id & ors
Premierland Id v new Bioscope Trading Co Id
Hermans v Morris
Blyth Harbour Commrs v Hughes Bolchow & Co
Price v Batchelar & Son Id (by original Action) Batchelar & Son Id v Price & anr by (counter-claim)
Fuchs v Lason
T C Steven & R B. Steven (trading as Thomas C Steven & Co) v Adam Bromley & Co
C W Charnock v J Flowers
Argosy Film Co & ors v Thompson & Hylton
Elton, Levy & Co v Williams & Fould
Birkett v Cowper Coles
Jacobs Bros v Joicey
Hulbert v Moloney
Stovin v Fairbrass
Benabau & Co. v Peters, Rushton & Co
Peters, Rushton & Co Id v J H Rayner & Co
Jones v Jones
Lowe v Premier Circuit Id & ors

FROM THE PROBATE,
DIVORCE AND ADMIRALTY
DIVISION (ADMIRALTY).

With Nautical Assessors.

(Final List.)

1918.

Eastern City—1918—Folio 170 Owners of SS Beucienah v Owners of SS Eastern City (damage)
Kamouraska—1917—Folio 940 Admiralty v Owners of SS Kamouraska (damage)
HMS Active—1918—Folio 7 The Cork Steamship Co Id v Kerrison Kiddle (damage)

1919.

Lesseps—1918—Folio 432 Owners of SS Plover v Owners of SS Lesseps (damage)
Brescia—1917—Folio 726 Owners of SS Daghestan v The Cunard SS Co Id (damage)
The Salt Union Id v Owners of barge Elizabeth v The Charante Steamship Co, owners of Steamship Explorer
Warida—1918—Folio 333 Owners

of SS Petingnudet v Owners of SS Warida (damage)
Arundo—1916—Folio 843 Owners of Cargo now or lately on board of SS Mira v Owners of SS Arundo (damage)
Northumberland—1919—Folio 115 Owners of late SS Cliffburn v Owners of SS Northumberland (damage)
Sonja—1918—Folio 378 Owners of SS Scottish Prince v Owners of SS Sonja (damage)
Sagama River—1918—Folio 411 Owners, Master & Crew of SS Octo v Owners of SS Sagama River (salvage)
Hope—1918—Folio 667 The Mason Shipping Co Id v The Queens-town Dry Dock, Shipbuilding & Engineering Co Id (damage)
HMS Carysfort—1918—Folio 222 Owners of SS Glentaise v Henry G Elliott Lane (damage)
Sarah Brough—1919—Folio 177 Owners of SS Braeglen v Owners of SS Sarah Brough (damage)
Ansonia—1918—Folio 614 Admiralty v Owners of SS Ansonia (damage)
Hassel—1919—Folio 189 Owners of Pilot Cutter Shamrock, her Master and Crew, proceeding for their lost effects v Owners of SS Hassel (damage)
Alexandra — 1919 — Folio 724 Owners of SS Mountpark, survivors of her Crew and the personal representatives and dependants of the deceased members thereof v Owners of SS Alexandra (damage)
Ancobra—1918—Folio 637 Owners of SS Menapien v Owners of SS Ancobra (damage)
Tamaqua—1918—Folio 224 Owners of SS Engineer v Owners of SS Tamaqua (damage)
HMS Drake—1918—Folio 235 Owners of S Mendip Range v Capt S H Radcliffe RN (damage)
Orduna—1918—Folio 966 Shipping Controller v Owners of SS Orduna (damage)
Antillian—1918—Folio 14 Owners of SS Tiverton v Frederick Leyland & Co Id Owners of SS Antillian (damage)
Nor—1918—Folio 847 Owners of SS Auricula v Owners of SS Nor (damage)

FROM THE KING'S BENCH
DIVISION.

(Interlocutory List.)

1917.

Attorney-Gen v Solomon Wolfowitz (Revenue Side)
Sime v Bernard Singer (Revenue Side) (s o generally)

1919.

Ellingsen & ors v Dat Skandinaviske Co & Harsen and Co Id (s o till after Master's Report)
Pinxton Collieries Id v Coppee

IN RE THE WORKMEN'S COMPENSATION ACTS, 1897 AND 1906.

(From County Courts.)

1919.

Griffin v J Samuel White & Co Id
Williams v Williams Colliery Co Id
Price v Brown, Lennox & Co Id
Bourton v T B Beauchamp & L B Beauchamp
Matthews & ors v Pomeroy (poor person)
Bell v Sir W. G. Armstrong, Whitworth & Co Id

Dawson, Kate v The Great Central Ry Co
Bishop v Francis & Sons
Lang v Vernore & Sons
Wright, R E v Minister of Munitions
Glanville H E (an infant by her mother) v Ainsworth and Sons Id

Standing in the "Abafed" List.
(Trinity, 1916.)

FROM THE KING'S BENCH
DIVISION.

(Final and New Trial List.)

1914.

The Commrs. of Inland Revenue v Smyth (Revenue Side) appl of Petar from judgt of Mr Justice Scrutton without a jury, dated Feb 28, 1914, and cross-notice by Respt dated April 20, 1914 (s o generally) April 20

Hunter v Commrs of Inland Revenue (Revenue Side) appl of Petar from judgt of Mr Justice Scrutton without a jury, dated Feb. 28, 1914 (s o generally) April 20

1915.

Walter Morrison v The Commissioners of Inland Revenue (Revenue Side) appl of Applt from judgt of Mr Justice Rowlatt dated Jan 25, 1915 (s o generally) February 5

(Interlocutory List.)

1916.

J Soanes & Sons Id (H Huber & Co Garnishees) v Papier Fabrik Wiessenstein A G (Judgt Debtor) (s o generally) February 23
N.B.—The above List contains Chancery, Palatine and King's Bench Final and Interlocutory Appeals, &c., set down to April 17th, 1919.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

EASTER SITTINGS, 1919.

NOTICES RELATING TO THE CHANCERY CAUSE LIST.

Mr. Justice EVE will take his business as announced in the Easter Sittings Paper.

Liverpool and Manchester Business.—Mr. Justice EVE will take Liverpool and Manchester business on Thursdays, the 8th and 22nd May, and the 5th June.

Mr. Justice SARGANT.—Except when other business is advertised in the Daily Cause List, Mr. Justice Sargent will sit for the disposal of His Lordship's Witness List throughout the Sittings.

Mr. Justice ASTBURY.—Except when other business is advertised in the Daily Cause List, Mr. Justice Astbury will sit for the disposal of His Lordship's Witness List throughout the Sittings.

Mr. Justice YOUNGER will take his business as announced in the Easter Sittings Paper.

Mr. Justice PETERSON.—Except when other business is advertised in the Daily Cause List, Actions with Witnesses will be taken throughout the Sittings.



VALUATIONS

CARRINGTON & Co.

Court Jewellers.

130, REGENT STREET,

LONDON, W.1.

are prepared to undertake
Valuations for Probate,
Insurance & Family Division.

EXPERTS WILL BE SENT
ANY DISTANCE.

Valuations are expeditiously
made, charges strictly moderate

TELEPHONE NO:
REGENT 3727 & 3728.

Mr. Justice P. O. LAWRENCE will take his business as announced in the Easter Sittings Paper.

Summonses before the Judge in Chambers.—Mr. Justice EVE, Mr. Justice YOUNGER and Mr. Justice P. O. LAWRENCE will sit in Court every Monday during the Sittings to hear Chamber Summonses.

Summonses Adjourned into Court and Non-Witness Actions will be heard by Mr. Justice EVE, Mr. Justice YOUNGER and Mr. Justice P. O. LAWRENCE.

Motions, Petitions and Short Causes will be taken on the days stated in the Easter Sittings Paper.

NOTICE WITH REFERENCE TO THE CHANCERY WITNESS LISTS.

During the Easter Sittings the Judges will sit for the disposal of Witness Actions as follows:—

Mr. Justice SARGANT will take the Witness List for SARGANT and YOUNGER, JJ.

Mr. Justice ASTBURY will take the Witness List for ASTBURY and P. O. LAWRENCE, JJ.

Mr. Justice PETERSON will take the Witness List for EVE and PETERSON, JJ.

CHANCERY CAUSES FOR TRIAL OR HEARING.

Set down to April 17th, 1919.

Before Mr. Justice EVE.

Retained Causes for Trial.

(With Witnesses.)

The Eastern Valleys Black Vein Collieries Ltd v The Elled Colliery Co Ltd

Glasgow v Essex County Council

Thomas Turner & Co v Turner, Ryalls & Co Ltd

Causes for Trial without Witnesses and Adjourned Summonses.

In re Brown dec Brown v Dunlop

In re C W Wallace Champion v Wallace

In re E M Nelson dec Nelson v Collins

In re H Hellebone dec Hellebone v Hellebone

In re H T White dec Jenkins v Parry

In re Wm Rivers dec Pullen v Rivers

In re Metcalfe Metcalf v Metcalfe

In re Bishop's Trusts Greenwood v Luxton

In re J T Davies dec Davies v Kluge

In re S H Norris dec Lindsell v Norris

In re Edward Kay dec Bonnor-Maurice v Kay

Before Mr. Justice SARGANT.

Retained Matters.

Adjourned Summonses.

In re A G Schiff dec Schiff v Schiff (pt hd)

In re C W Anderson's Will Trusts Halligey v Kirkley

Motion.

In re Henri Despaigne Despaigne v Leussen

Petition.

In re Solomon Levy v Jacobs pt hd (s o)

Price v Rhondha UDC (to be mentioned)

Causes for Trial.

(With Witnesses.)

In re Fleming & Gale's Patents, No 18,788 of 1904 and No 14,966 of 1908 (for prolongation)

Norton v The Submarine Motor Ship Cleaner Syndicate Ltd

McTurk v Davies

Parrish v Green (not before May 14)

Hansen v E Penton & Son (not before May 4)

Dodd v Stockfield (not before May 15)

Curtis v Smith

Hammond v Stockdale

The Cheshire Lines Committee v The Trafford Park Co

Applications under the Trading with the Enemy Acts, 1914 to 1916.

In re The Bayer Co Ltd, enemies & The Berlin Aniline Co Ltd, enemies & Co

The Greisheim Elektron Ltd, enemies & Co

Kalle & Co Ltd, enemies & Co

Meister, Lucius & Brunning Ltd, enemies & Co

The Badische Co Ltd, enemies & Co pt hd (s o to May 6)

Before Mr. Justice ASTBURY.

Retained Matters.

Petition.

In re Mansel Rhodes v Jenkins (pt hd)

Adjourned Summonses.

In re E M Wilkes dec Fraser v Smith (pt hd)

In re Morrice Trusts Hardie v Hope-Vere (pt hd)

In re E. Cocquerel dec Emerson v Cocquerel (pt hd)

In re Maude Kershaw & ore, infants (pt hd)

In re Stoneham's Settled Estates

In re Settled Land Acts (pt hd)

In re Lander's Settlement Lander v Lander (pt hd)

In re Crawford Machlacklan v Clakhoff (pt hd)

In re Waddington Chambers v Watkinson

In re A S M Summers dec Summers v Hay

In re Stephenson Page v Armstrong

In re Walter Jarvis dec Arnold v Jarvis

In re G Fletcher dec Fowles v Foster

In re Kerrison's Settlement In re Settled Land Acts, 1882 to 1890

In re W Jarvis dec Arnold v Jarvis

Causes for Trial.

(With Witnesses.)

Tollast v Budd

Rythway v Nash

In re Spiers & Pond Ltd (s o)

Aero Stations Ltd v Bournemouth Aviation Co Ltd

Goldberg v Goldberg

Hepworth Manufacturing Co Ltd v Ryott

Before Mr. Justice YOUNGER.

Retained Matters.

Causes for Trial.

(With Witnesses.)

Craggs v Isherwood (pt hd)

Phillips v The City & Clements Lane Land Co Ltd

Lenz v Freeman

Davies v The Powell Duffryn Steam Coal Co Ltd

Adjourned Summonses.

In re Grant de Grey v Anti-Vivisection Hospital

In re J B M Leach dec Holme v Coleclough

In re Blacklock dec Fairbrother v Foster (pt hd)

In re Clarke dec Public Trustee v Walker (restored)

In re Bradley dec Bradley v Garrod

Store v Clark two adjd summonses

Richards v Brown

In re James Berry dec Hooson v Berry

In re R T Wolfe dec Perkins v Wolfe

In re W H Slaughter dec Slaughter v Charles

In re W Clarke dec Public Trustee v Clarke

In re W. Poulter dec Hewitt v Wyatt

In re Kitson dec Kitson v Jolly

In re Frances Woolf dec Public Trustee v Lazarus

Lloyd's Bank Ltd v Martin (short)

Milton v Milton

In re Bampton's Estate Bennett v Van Ness

In re Montgomerie dec Hopkinson v Ryan

Henry v Cohen

In re Goodeve Allen v Barff

In re B G Head dec Bowie v Smith

In re J J Bardell's Will Trust Lane v Kellaway

In re Soria Mining Co Ltd Campbell v The Company

Before Mr. Justice PETERSON.

Retained Matters.

Adjourned Summonses.

In re H Palmer dec Page v Palmer pt hd

In re Johnson dec How v Knight

Motion.

Webb v Murdock (May 2)

Causes for Trial.

(With Witnesses.)

Stobie v The Newcastle-upon-Tyne Electric Supply Co Ltd

Smeeton v The Attorney-Gen (s o for Attorney-Gen)

The Zinc Mines of Great Britain Ltd v Stevenson

Booth v Douglas

Roberts v Bradshaw

Baker v Creaser

Lushbrook v Masters

Halla v Halla

Griffith v Griffith

McCrea v Hatcher

Before Mr. Justice P. O.

LAWRENCE.

Retained Causes for Trial.

(With Witnesses.)

R & J Pullman Ltd v Pullman pt hd

Bull v Lyndwood & Co

Adjourned Summonses.

Gough v The Baltic Basic Slag Co

Same v Same (s o to May 5)

THE HOSPITAL FOR SICK CHILDREN, GREAT ORMOND STREET, LONDON, W.C. 1.

The CHILDREN OF TO-DAY are the CITIZENS OF TO-MORROW.

THE need for greater effort to counterbalance the drain of War upon the manhood of the Nation, by saving infant life for the future welfare of the British Empire, compels the Committee of The Hospital for Sick Children, Great Ormond-street, London, W.C. 1, to plead most earnestly for increased support for the National work this Hospital is performing in the preservation of child life.

The children of the Nation can truthfully be said to be the greatest asset the Kingdom possesses, yet the mortality among babies is still appalling, while the birthrate is slowly but surely declining.

FOR over 60 years this Hospital has been the means of saving or restoring the lives and health of hundreds of thousands of Children, and of instructing Mothers in the knowledge of looking after their children.

£5,000 has to be raised immediately to keep the Hospital out of debt.

Forms of Gift by Will to this Hospital can be obtained on application to—

JAMES MCKAY, Acting Secretary.

In re John Turner's Trusts
Penchey v Public Trustee pt hd
In re C W Chivers dec Chivers v
Chivers
In re Wright Hegan v Bloor
In re A H Hutchinson Crispin v
Hadden
In re Rudge's Settlement Trusts
Rudge v Rudge
In re C E Hunter dec Whateley v
Hunter
In re W H Henry dec Kennedy v
Henry
Davenport v Lamb
In re Taylor Barley v Taylor
(restored)
In re A Thomas dec Wootton v
Wootton
In re F A Titley dec Titley v
Titley
Howett v Walker (short)
In re Wood dec Thomas v May-
ley
In re John Watkins dec North
British & Mercantile Insee Co v
Edwards (short)
In re Haynes Kemp v Haynes
Brown v Lewis
Lloyds Bank ld v Martin (short)
In re Mountgarret dec Mount-
garret v Ingleby
Short v Fenning (short)
In re F W Zurborst dec Royal
Exchange Assee v Cockle
In re F V Smith dec Trigger v
Smith
Savile v London & Kingston Boat
& Motor Works ld (short)
In re Joseph Tucker's Estate
Clarke v Attorney-Gen

Companies (Winding Up) and
Chancery Division.
Petitions (to Wind Up).

Timor Oilfields ld (petn of R H
Siley—ordered on Oct 13, 1914,
to stand over generally)
Chilian Eastern Central Ry Co ld
(petn of A Delimele—ordered on
June 16, 1915, to stand over
generally)
Colnbrook Chemical & Explosives
Co ld (petn of Scottish Tube
Co ld—ordered on Dec 5, 1916,
to stand over generally)
West of England Cinemas ld (petn
of H H Harper—ordered on June
18, 1918, to stand over generally)
North West Corn ld (petn of
Goodall, Clayton & Co ld—o
from Dec 10, 1918, to June 10,
1919)
Globe Films ld (petn of TRANS-
Atlantic Film Co ld—o from
Feb 4, 1919, to May 6, 1919)
Metalco ld (petn of George Lilling-
ton & Co ld—ordered on Feb 18,
1919, to stand over generally)
Herman & Phillips ld (petn of
Lewis Berger and Sons ld—o
from April 1, 1919, to first Peti-
tion day in Trinity Sittings,
1919)
G H Fernau & Co ld (petn of
Public Trustee and ora—ordered
on April 16, 1919, to stand over
generally)
Oakley, Solias & Co ld (petn of
Pendare Navigation Coal Co—
o from April 15, 1919, to May
13, 1919)
British International Bank ld
(petn of Scottish Provident In-
surance Buildings ld—o from
April 15, 1919, to May 6, 1919)
Green & Green ld (petn. of T G
Piper)

Robert Meredith & Co ld (petn of
F Howard)
Playhouse (Galashiels) ld (petn of
Simpson and Lawson)
Engineering Proprietary ld (petn
of Lloyds Bank ld)

Petition (to Confirm Reorganisa-
tion of Capital).

Cooper Steam Digger Co ld
(ordered on June 16, 1914, to
stand over generally)

Petitions (to Sanction Scheme of
Arrangement).

William Coleman's Ordinary
Shares ld (petn of H W Cutting
—ordered on March 3, 1914, to
stand over generally)

Charrier & Marbut Carvings ld

Petitions (to Confirm Alteration of
Memo. of Assoc.).

Williams (Birmingham) ld (for
May 6, 1919)

British & South African Insee
Corpn ld (for May 13, 1919)

Greater Britain Insee Corpn ld
(for May 13, 1919)

British & Australasian Insee Co ld
(for May 13, 1919)

Motion.

Unstone Collier Co ld (to stay
voluntary liquidation—ordered
on Jan 26, 1919, to stand over
generally)

Court Summonses.

French South African Develop-
ment Co ld Partridge v French
South African Development Co
ld (on preliminary point—
ordered on April 2, 1914, to
stand over generally pending
trial of action in King's Bench
Division)

English & Scottish American
Mortgage and Investment Co ld
(as to contingent claims part
heard—parties to apply to fix
day for further hearing)

General Omnibus Supply (Manu-
facturing Co) ld (delivery up of
books and documents—ordered
on Feb. 27, 1917, to stand over
generally)

Moylett's Stores ld (to vary list of
contributories—ordered on April
3, 1917, to stand over generally
—retained by Mr Justice Ast-
bury)

National General Insee Co ld
(priorities of policy holders—
c v)

Francis Cooke & Co ld (Creditors
claim against Liquidator—
ordered on Dec 17, 1918, to stand
over generally)

Carton ld (to appoint fresh Liqui-
dator—ordered on April 8, 1919,
to stand over generally—re-
tained by Mr Justice Astbury)

Fraser & Chalmers ld (as to distri-
bution of assets—o from April
15, 1919, to April 29, 1919—re-
tained by Mr Justice Astbury)

Vanden Plas (England) ld (on
proof of Fiat Motors ld—with
witnesses—parties to apply to fix
day for hearing—retained by Mr
Justice Astbury)

Transandine Construction Co ld (as
to distribution of assets)

LAW REVERSIONARY INTEREST SOCIETY

LIMITED.

No. 15, LINCOLN'S INN FIELDS, LONDON, W.C.

ESTABLISHED 1855.

Capital Stock — — — — — £400,000
Debenture Stock — — — — — £331,130

REVERSIONS PURCHASED. ADVANCES MADE THEREON.

Forms of Proposal and full information can be obtained at the Society's Office.

G. H. MAYNE, Secretary.

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, April 25.

COTTERIDGE CINEMA, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on
or before May 15, to send their names and addresses, and the particulars of their
debts or claims, to Mr. J. S. Hancock, 57, Surrey-st., Sheffield, liquidator.
SHEELMERDALE MASONIC HALL CO., LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are
required, on or before May 31, to send their names and addresses, and particulars
of their debts or claims, to Mr. Joseph Wild, 5, Brown Moor-ln., Great Crosby,
Liverpool, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, April 29.

FOLKESTONE TAXICAB CO., LTD.—Creditors are required, on or before June 7, to send
their names and addresses, and the particulars of their debts or claims, to George
Haines Chapman, 84, Guildhall-st., Folkestone, liquidator.

T. HELM & SON, LTD.—Creditors are required, on or before May 31, to send their
names and addresses, and the particulars of their debts or claims, to Wilfred
Horsfall Hughes, Station-st. bldgs., Huddersfield, liquidator.

ISLAND TRANSPORT & MARINE INSURANCE CO., LTD. (IN VOLUNTARY LIQUIDATION).—
Creditors are required, on or before May 30, to send their names and addresses,
and the particulars of their debts or claims, to Charles Arthur Neal, 7, Tithe-
burn-st., Liverpool, liquidator.

I. LEVINE, LTD.—Creditors are required, on or before June 16, to send their names
and addresses, and the particulars of their debts or claims, to Edward Cooper,
39, Moorgate-st., liquidator.

SOUTH END SPINNING CO., LTD.—Creditors are required, on or before May 31, to
send their names and addresses, and the particulars of their debts or claims, to
James Todd, National-bldgs., St. Mary's Parsonage, Manchester, liquidator.

TYNDALE COAL CO., LTD.—Creditors are required, on or before May 31, to send
their names and addresses, and the particulars of their debts or claims, to
Thomas Harrison, 31, Mosley-st., Newcastle-upon-Tyne, liquidator.

Resolutions for Winding-up Voluntary.

London Gazette.—FRIDAY, April 25.

James Nickson (Blackpool), Ltd. General Stores and Munitions Co., Ltd.
Avenue Nursing Home, Ltd. Cadet Publications, Ltd.
Skelmersdale Masonic Hall Co., Ltd. Thomas Jackson (Clayton), Ltd., Clay-
ton, Manchester.
Hensmans, Ltd. Steam Tug "Conductor," Ltd.
S.S.J. Syndicate, Ltd. Chipping Campden Gas and Coke Co.,
Ltd. Martin Brothers, Ltd.

London Gazette.—TUESDAY, April 29.

W. Everitt & Co., Ltd. Ocean Steam Fishing Co., Ltd.
South Buckley Rock Brick Co., Ltd. Paris Carlton Hotel, Ltd.
Curzon Syndicate, Ltd. Victoria Wharves, Ltd.
Kidderminster Harriers and Football Club Co., Ltd. Volana Shipping Co., Ltd.
Club Co., Ltd. Woolsbank & Forrest, Ltd.
Caucasian Investment Co., Ltd. De Dion Bouton (1907), Ltd.
Salt King Co., Ltd. Stephenson & Mallams, Ltd.
Bolton Coffee Tavern Co., Ltd. Wingrove Steamship Co., Ltd.
Lodge Fume Deposit Co., Ltd. Sea Fisher Co., Ltd.
Universal Stock Exchange, Ltd. Tunnel Land Co., Ltd.
Allen Steam Fishing Co., Ltd. Lough Fishing Co., Ltd.

Winding-up of Enemy Businesses.

London Gazette.—TUESDAY, April 15.

FOREIGN ASSETS CO., LTD.—Creditors are required, on or before May 30, to send
their names and addresses, and the particulars of their debts or claims, to
William George Jefferys, 66, Coleman-st., liquidator.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, April 18.

APPLIG, FREDERICK GEORGE, Teignmouth. May 29. Toser & Dell, Teignmouth.
ARBER, FREDERICK JAMES, Holmwood-gdns., Streatham Hill. May 29. Venn &
Woodcock, 14, South-sq., Gray's Inn.
AYTON, LUKE, Skipton, Yorks. Farmer. May 14. Hampden Smith, Silsden, Yorks.
BOOTH, WILLIAM, Bingley, Yorks. Timber Merchant. May 14. Hampden Smith,
Silsden, Yorks.
BLUNDILL, JOHN, Teignmouth. May 31. Barclays Bank, Ltd., Lombard-st.
BEDDARD, JOHN, Wimbledon Park, Surrey. May 16. Iliffe, Henley & Sweet, Bed-
ford-row.
BACON, EMILY CAROLINE, Caversham-rd., Kentish Town. May 31. Neave, Morton
& Co., 222, Strand.
CHARTER, JOHN, Alderley Edge, Chester, Licensed Victualler. May 17. Cobbett,
Whoele & Cobbett, Manchester.
CHESNEY, Lt.-Col. KELLOW, Whimble, Devon. May 5. Tweed & Son, Honiton,
Devon.

CLIFFORD, JOHN, Twickenham, Market Gardener. May 11. G. H. Barber & Son, 13, St. Swithin's-lane.
 DANDO, LOUISA, Wedmore, Somerset. April 30. Burrough & Crowder, Wedmore, Somerset.
 DENISON, LOUISA EVELYN, Scville-st., Lowndes-sq. May 31. Lee & Pemberton, 44, Lincoln's Inn-fields.
 EARLE, Right Rev. ALFRED, Torquay. May 24. Buckingham & Kindersley, Exeter.
 EARLE, CEDRIC, Kingston-upon-Hull. May 15. Barker & Mayfield, Hull.
 ELDEN, ALFRED, Voltaire-rd., Clapham, Licensed Victualler. May 16. Kingsbury & Turner, Brixton-rd.
 FAIRCLOUGH, Lt.-Col. ROBERT, Ladbroke-cres., Salt Manufacturer. May 19. Chas. H. Unsworth, Warrington.
 FAIRTHORNE, ETHEL ANNE, Colville-gdns., Talbot-rd. May 17. Jotcham & Son, Wantage, Berks.
 GRUBBS, NICHOLAS ALBERT ROY VAN, Liverpool. May 24. Bertram Sturt, 8, Old Jerry.
 GUTH, CECIL REDOLPH, Thirsk, Yorks, Shipowner. May 1. C. Gilbert Bunting, West Elm-lane.
 HALL, EIGHTON HAWKLEY, Churchhill, Somerset. May 29. C. France Drinkwater, Gloucester.
 HILL, MARY AGNES HATMAN, Croydon. May 16. Shepherd & Walters, 23, Young-st., Kensington.
 HILLMAN, ELIZA FRANCES, Caversham-rd., Kentish Town. May 31. Neave, Morton & Co., 222, Strand.
 HODGSON, HENRY TYLSTON, Harpenden, Herts. May 20. Harold P. Wilson, Norfolk House, Norfolk-st., Strand.
 LANGLANDS, JOHN GRANT, Morteboe, North Devon. May 18. Deacon & Co., 9, Great St. Helen's.
 LAUGHMAN, JESSIE EVELYN, Preston, Lancs. May 24. W. S. Woodcock, Bamber Bridge, Lancs.
 LINGHAM, ALBERT ERNEST, Liverpool, Ship Broker. May 27. Oliver Jones, Billson & Co., Liverpool.
 LLOYD, STEPHEN, Newport, Mon., Engine Driver. May 19. Powell, Hughes & Jones, Ebbw Vale.
 MCCAW, HUGH JOHN, Brooklet, Lambeth, Medical Practitioner. May 15. Maddison, Stirling & Hume, 13, Old Jerry-chambers.
 MARR, CHARLES KERR, Lloyd's-av., Coal Contractor. June 4. E. Flux, Leadbitter & Neighbour, 21, Great St. Helen's.
 MILLARD, WILLIAM, Wedmore, Somerset. April 30. Burrough & Crowder, Wedmore, Somerset.
 MOCATT, CECIL DAVID, Addlestone, Surrey. May 17. Le Brasseur & Oakley, 40, Carey-st., Lincoln's Inn.
 MORTON, HANNAH, Oldham. May 28. Robert O. Mellor, Oldham.
 NASH, ELIZA, Croydon. May 20. Peard & Son, Croydon.
 NTE, ELEANOR, Tunbridge Wells. May 28. Cheale & Son, Tunbridge Wells.
 OGG, JOHN, Harrogate. May 10. Raworth & Co., Harrogate.
 PANKER, ANNIE, Liverpool. June 1. Newman, Fogg & Rodway, Liverpool.
 PARKINGTON, THOMAS, Ipswich, retired Builder. June 1. Guy C. Bantoff, Ipswich.
 PORTER, WALTER, J.F., Ely, Cambridge. June 16. H. Copley, St. Ives, Hunts.
 PRITCHETT, ANNIE, Kingtonborough. May 10. Raworth & Co., Harrogate.
 ROBERTSON, ALEXANDER WINTON, Fenchurch-st., Engineer. May 22. Forbes & Son, 19, Mark-lane.
 ROGERS, AGNES ELIZABETH, St. Leonards-on-Sea. May 16. Shepherds & Walters, 23, Young-st., Kensington.
 RODBOURN, MARY ANN, Croydon. May 20. Peard & Son, Croydon.
 RUDOLF, NORMAN SCOTT, Pall Mall. May 20. Wigan, Champenowne & Frescott, Norfolk House, Victoria Embankment.
 RUSHWORTH, MARY, Denholme, Bradford. May 31. C. H. Simpson & Simpson, Manchester.

SMITH, ALFRED EMMANUEL, Chorlton-on-Medlock, Manchester, Draper. May 22. Shippey, Farley & Doberty, Manchester.
 SMITH, HENRY, Northwood. May 24. Bertram Sturt, 8, Old Jerry.
 SMITH, RALPH, Stratford-upon-Avon, Greengrocer. April 24. Smith & Roberts, Evesham.
 STAPLETON, FRANCIS JAMES, Whitechurch, Salop. May 14. Hall & Co., Manchester.
 STEWART, FREDERICK CHARLES, Grosvenor-rd., Westminster. May 27. Caporn & Campbell, St. Bride's House, Salisbury-sq.
 THOMAS, EMILY, Forechester-terr., Bayswater. May 28. Phillips & Cummings, Alchurch House, Sherborne-lane.
 THORP, WILLIAM PAXTON, Great Maplestead Vicarage, Essex. May 16. Freer & Co., 28, Lincoln's Inn-fields.
 TURNBELL, JOSEPH, Warwick-rd., Earl's Court. May 17. Alfred Neale, 1, Queen Victoria-st.
 TURNER, FRANCES, Rhyl, Flint. May 12. J. Ogden, Hardicker & Hanson, Manchester.
 TWIFORD, ALBERT JOHN, Blackpool, Refreshment Caterer. May 5. Will. J. Read, Blackpool.
 TYLER, SYLVANUS, Streatham Common. May 31. Wordsworth, Russell & Shaw, Old Broad-st.
 VAUGHTON, THOMAS ALBERT, Sutton Coldfield, Gold and Silver Smith. May 17. Arnold, Son & Rose, Birmingham.
 WALFORD, REBECCA, May 4. Leggett & Bonnett, 1, Lincoln's Inn-fields.
 WARDE, EDITH EMMA, Llandilo, Carmarthen. May 13. George Williams & Hurley, Llandilo.
 WATSON, GEORGE EDWARD, Ipswich, Printer. June 1. Guy C. Bantoff, Ipswich.
 WESTER, GEORGE, West Kirby. June 1. Webster, Pennell & Webster, Liverpool.
 WINTER, LAURENCE AMOS, Mile Town, Sheerness, Doctor of Medicine. May 31. Gard, Lyell, Betenson & Davidson, 2, Gresham-bldgs., Basinghall-st.

London Gazette.—TUESDAY, April 22.

BOND, ISABEL CAROLINE, Crickwood. May 31. Wordsworth, Russell & Shaw, 72, Gresham House, Old Broad-st.
 CLARK, JAMES HORSHAM, Dover. June 2. Woodbridge & Sons, 5, Serjeants'-inn.
 CLIFTON, BEATRICE ANNETTE, Dover. May 23. Fielding & Son, Dover.
 COLE, HENRY MUNROE, Teignmouth. May 31. Gard, Lyell, Betenson & Davidson, 2, Gresham-bldgs., Basinghall-st.
 DEANE, ROBERT O'CALLAGHAN, NEWENHAM, Southport. May 19. Grundy, Lamb & Grundy, Manchester.
 HILL, JACOB, Fenchurch-st., Tobacco Merchant. May 23. Jonathan E. Harris, 85, Lendenhall-st.
 KNIGHT, WILLIAM HENRY, Dover. May 30. Fielding & Son, Dover.
 LOGAN, WILSON JANE, Torquay. May 20. Alfred W. Lightbody, 23, Queen Anne's-gate.
 MALCOLM, FULTNEY (the Younger), Great Barrow, Chester. May 31. Evans, Lockett & Co., Liverpool.
 SCOTT, ANNIE, Edithgrove, Chelsea. May 17. Cockburn, Gostling & Cockburn, Brighton.
 SILLIM, CHARLES FREDERICK, Minchinhampton, Gloucester. May 31. P. J. Yardon, 12, Saville-row.
 WATNEY, CONSTANCE, AMY SARAH HANNAH UNITY, Oxford and Cambridge-mansions, Paddington. May 17. Beyfus & Beyfus, 69, Lincoln's Inn-fields.
 WILKIN, ERNEST JOHN, Orpington, Kent, Solicitor. May 22. Robert G. Harrison, 8, Bush-lane.
 WILSON, CHRISTOPHER WINDHAM, Kirby Lonsdale, Westmorland. June 2. Nicholson, Gresham & Jones, 24, Coleman-st.
 WILSON, GEORGE, Manchester. May 15. Grundy, Lamb & Grundy, Manchester.

Bankruptcy Notices.

London Gazette.—FRIDAY, April 11.

FIRST MEETINGS.

BULKLEY, WARREN, St. James's-st. April 25 at 12. Bankruptcy-bldgs., Carey-st.
 DAVIES, WILLIAM JOHN ABRAHAM, Cwm, Mon., General Dealer. April 23 at 11. Off. Rec., 144, Commercial-st., Newport, Mon.
 GILBERT, PERCY, Brentwood, Essex. April 24 at 11.30. 14, Bedford-row.
 HUXTER, ALBERT EDWARD, Southend-on-Sea, Master Blacksmith. April 24 at 11. 14, Bedford-row.
 MILLER, G., Sheering, Essex, Baker. April 24 at 12. 14, Bedford-row.
 PATCHITT, TOM, Great Grimsby, Vanman. April 23 at 11. Off. Rec., St. Mary's-chmbrs., Great Grimsby.
 ROSEN, PHILIP, Duke-st., Manchester-sq., Ladies' Costumier. April 25 at 12. Bankruptcy-bldgs., Carey-st.

ADJUDICATIONS.

BAKER, GEORGE EARLE, Jernyn-st. High Court. Pet. Dec. 23. Ord. April 8.

CALLENDER, GEORGE MARSHALL, Victoria-st. High Court. Pet. Jan. 9. Ord. April 8.
 CAMPBELL, WILLIAM, Cilfynydd, Glam., Collier. Pontypridd. Pet. April 7. Ord. April 7.
 DAVIES, EDWARD ANSON, Pontypridd, Colliery Labourer. Pontypridd. Pet. April 7. Ord. April 7.
 DE MERINDOL, RAUEL FERNAND JOSEPH, Basil-st, Knightsbridge. High Court. Pet. Oct. 29. Ord. April 8.
 PEMBERTON, ROBERT ERIC, Baskerville-rd., Wandsworth. Wandsworth. Pet. Jan. 9. Ord. April 9.
 ROSEN, PHILIP, Duke-st., Manchester-sq., Ladies' Costumier. High Court. Pet. April 8. Ord. April 8.

London Gazette.—TUESDAY, April 15.

RECEIVING ORDERS.

BARNES, FREDERICK, Bitterne, Southampton, Clothier. Southampton. Pet. April 10. Ord. April 10.
 HYDE, JOSEPH, South Reddish, Stockport, Trade Union Clerk. Stockport. Pet. April 11. Ord. April 11.
 NICHOLLS, WILLIAM GEORGE, Silver-st., Wire and Bristle Brush Manufacturer. High Court. Pet. Jan. 22. Ord. April 2.
 RICHARDSON, A., Woodford, Essex. High Court. Pet. March 7. Ord. April 19.

SPEARMAN, ABRAHAM, Belgrove-rd., Stoke Newington, Woodware Manufacturer's Manager. High Court. Pet. April 12. Ord. April 12.

FIRST MEETINGS.

CAMPBELL, WILLIAM, Cilfynydd, Glam., Collier. April 24 at 11.15. Off. Rec., St. Catherine's-chmbrs., St. Catherine's-st., Pontypridd.
 CLAY, RICHARD ARNOLD, Handforth, Chester, Farmer. April 25 at 3. Off. Rec., Byrom-st., Manchester.
 DAVIES, EDWARD ANSON, Pontypridd, Colliery Labourer. April 24 at 11.45. Off. Rec., St. Catherine's-chmbrs., St. Catherine's-st., Pontypridd.
 HOIST, CYRIL THORNTON, Knightsbridge. April 30 at 11. Bankruptcy-bldgs., Carey-st.
 NICHOLLS, WILLIAM GEORGE, Silver-st., Wire and Bristle Brush Manufacturer. April 30 at 12. Bankruptcy-bldgs., Carey-st.
 RICHARDSON, A., Woodford, Essex. April 30 at 12. Bankruptcy-bldgs., Carey-st.
 SPEARMAN, ABRAHAM, Belgrove-rd., Stoke Newington, Woodware Manufacturer's Manager. April 30 at 11. Bankruptcy-bldgs., Carey-st.

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